

ACKNOWLEDGEMENT of RISK and RELEASE of LIABILITY – For Participants 18 or Older

Everyone must read and understand prior to participating in equine activities at Heritage Stables Inc.

Participant's Name: _____

Date of Birth: _____

Participant's Address: _____

To: ***Heritage Stables Inc.***, their directors, employees, officers, volunteers, business operators, and site proper owners (collectively hereinafter called the "HOST").

***Initial each item below after reading and understanding the item**

- _____ 1. **I understand** there are inherent **DANGERS, HAZARDS, and RISKS**, (collectively hereinafter called "**RISKS**") associated with equine activities, and injuries resulting from the RISKS are a common occurrence.
- _____ 2. **I acknowledge** that the inherent RISKS of equine activities include those **DANGEROUS CONDITIONS** which are an integral part of equine activities including, but not limited to:
- The propensity of any equine to behave in ways that might result in injury, harm, or death to persons on or around them;
 - The risk of any equine potentially colliding with, biting, or kicking other animals, people, or objects;
 - The unpredictability of an equine's reaction to things such as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons, or other animals and hazards such as subsurface objects; and
 - The potential for the HOST or other participant(s) to act in a negligent manner that may contribute to an injury to themselves or to others.
- _____ 3. **I freely accept and fully assume all responsibility** for the inherent RISKS and DANGEROUS CONDITIONS and the possibility of personal injury, death, property damage or loss that may result from my participation in equine activities.
- _____ 4. **I acknowledge** that my safety is my **SOLE RESPONSIBILITY** and I am responsible for participating within my own limits.
- _____ 5. After considering the above, I and my heirs, executors, administrators and assigns (collectively hereinafter called my "Legal Representatives") agree
- **To waive all claims** that I or the participant might have against the HOST;
 - **To release the HOST from any and all liability** for any loss, damage, injury, death, or expense that I, or my Legal Representatives, might suffer as a result of my participation in equine activities due to any cause whatsoever, including human error, poor exercise of judgment, or any other negligent conduct on the part of the HOST, whether active or passive; and
 - **To hold harmless and indemnify the HOST from any and all liability** for any loss, damage, injury, death, or expense to any third party which might result from my participation in equine activities.

Before signing this form I read it (as indicated by my initials above) and I understand it. I further state I am aware that signing this form, waives certain legal rights I or my "Legal Representative" might have against the "HOST".

SIGNED at _____ this _____ day of _____ 20_____

(Print name of HOST witness to signing & initialing)

(Signature of Participant)

(Signature of HOST witness)