

# Release of Liability

This RELEASE of LIABILITY is made & entered into on \_\_\_\_\_ 2011, by & between Penystone Vista Stables LLC, designated OWNER & \_\_\_\_\_ hereinafter designated PARTICIPANT, & if PARTICIPANT is a minor, PARTICIPANT'S parent or guardian, \_\_\_\_\_. In return for the use, today & on all future dates of the property, facilities & services of the Owner, the Participant, his heirs, assigns, & legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Participant to carry full & complete insurance coverage on his horse, personal property, including vehicles / trailers, tack, etc & himself (medical insurance, liability insurance and / or life insurance, etc).
2. Participant acknowledges inherent risks of equine activities. Participant agrees to assume **ANY & ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF OR PRESENCE UPON OWNER'S PROPERTY & FACILITIES**. This may include without limitation, but not limited to, the propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around the equine; the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people or other animals; hazards such as surface & subsurface conditions, collisions with other animals or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability; the unavailability of emergency care, or the negligence or deliberate act of another person.
3. Participant agrees to hold Owner & all of it's successors, assigns, subsidiaries, affiliates, officers, directors, employees & agents completely harmless & not liable & release them from all liability whatsoever & **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, cost or expense arising out of Participant's use of or presence upon Owner's property & facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful & wanton negligence of the Owner.
4. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance & or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Participant agrees to indemnify & defend Owners against & hold it harmless from , any & all claims, causes of action, damages, judgments, costs or expenses, including attorney fee's, which in any arise from Participant's use of or presence upon the Owner's property & facilities.
6. Participant agrees to abide by all of Owner's rules & regulations. agrees to indemnify & defend STABLE against & hold it harmless from, any & all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the OWNER's, OWNER'S guests/invitees use of or presence upon the STABLE's property & facilities.
7. If Participant is using his horse, the horse shall be free from infection, contagious or transmissible disease. Stable Owners and their agents reserve the right to refuse horse if not in proper health or are deemed dangerous or undesirable.
8. Participant agrees that Owners may use their image, their horses image, etc on any advertising, publication or any other type of document for marketing purposes of the Stable including, but not limited to photographs, images, & items appearing on Stable's website.
9. This contract is non-assignable & non transferable & is made & entered into in the State of INDIANA & shall be enforced & interpreted under the laws of this state. Should any clause be in conflict with State law, then that clause is null & void. When the Owners & Participant & guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms & conditions.

Penystone Vista Stables LLC 2011

Participant's Signature, if minor Parent or Guardian signature

Address & Phone Number

**WARNING: UNDER INDIANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF AN OWNER/PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**