

Leah Struzziери

JL Performance Horses
2536 Wingdale Mountain Road
Poughquag, NY 12570
Phone: (845) 260-0962

RIDING RELEASE FORM / RELEASE OF LIABILITY / HELD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

Ride at your own risk. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPANTION IN THIS ACTIVITY. THIS STABLE DOESN NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.

RIDER'S NAME: _____ Age (if under 21) _____

ADDRESS: _____

PHONE: _____ Email: _____

This is a 5-page, legal and binding document entered into between the parties of the Leah Struzziери/JL Performance Horses, herein referred to as TRAINER and _____, herein referred to as OWNER/RIDER, and if OWNER/RIDER is a minor, OWNER/RIDER'S parent/guardian, _____ and any and all representatives, heirs, family members and/or agents, hereby agree to the following:

I, the OWNER/RIDER (OWNER/RIDER'S parent/guardian) agree to hold the Leah Struzziери, Kevin Murphy, Leonard Pellegrino, JL Performance Horses, employees, agents, staff, family, and/or the owner of the property **harmless** to any injuries, personal or property that might occur while riding at this facility. This includes anywhere on the farm property, in the way of lessons, trail riding, pleasure/recreational riding, test riding a sale horse and or any other riding and/or horse handling I, the RIDER, might be doing at the time.

INHERENT RISKS AND ASSUMPTION OF RISK. The OWNER/RIDER (and/or the owner/rider's parent/guardian) **acknowledges there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities and/or use of and/or presence on the TRAINER'S property and/or facilities.** The inherent risks may include, but are not limited to, the risk of bodily injury, property damages: the propensity of equines to behave in ways such as; running, bucking, kicking, rearing, biting, bolting, shying, spooking, stumbling, falling or stepping on, that may result in an injury, harm or death to a person (or persons) on, or around them; unpredictability of equine's reactions to such things as sounds, sudden movement(s) and/or unfamiliar objects, persons or other animals; certain hazards such as surface and substance conditions; collisions with other animals and/or objects; the limited availability to emergency care; and/or the negligence and/or deliberate act of another person(s); and the potential of a participate to act in a negligent manner that may contribute to injury to the participant and/or others, such as failing to maintain control over the equine or not acting within participant's ability, whether under instruction and/or supervision or not.

OWNER/RIDER (or owner/rider's parent/guardian) acknowledges that horses/ponies by their very nature are unpredictable. OWNER/RIDER **assumes all risks** in connection therewith, and **expressly waives any and all claims** for any and all injury or loss arising there from. OWNER/RIDER agrees to abide by and follow TRAINER'S rules, regulations and/or instruction/guidance. RIDER further acknowledges that the behavior of any equine is contingent to

some extent upon the OWNER/RIDER'S ability. OWNER/RIDER assumes all risks therefore and warrants a full and fair disclosure of the OWNER/RIDER'S abilities have been made to the TRAINER.

OWNER/RIDER (or owner/rider's parent/guardian), family members, spouses, siblings, representatives, heirs, employees of and/or agents **agree to hold harmless, indemnify and defend** TRAINER and Leah Struzzieri, Kevin Murphy, Leonard Pellegrino, JL Performance Horses, and any and all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents against and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, inclusive of, but not limited to, attorney fees, legal expenses, expert witness costs, which may in any way arise from or be in anyway connected with the OWNER/RIDER'S participation and/or presence upon the property and/or the facilities. In the event that the OWNER/RIDER is a minor, the parent and/or guardian shall further indemnify, defend and hold TRAINER harmless from contractual limitations of actions.

OWNER/RIDER (or owner/rider's parent/guardian) agrees to hold TRAINER and Leah Struzzieri, Kevin Murphy, Leonard Pellegrino, JL Performance Horses, and any and all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents **completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them** on account of or in connection with any claims, causes of action, injuries, damages, cost and/or expenses arising out of the OWNER/RIDER'S use of and/or presence upon TRAINER'S property and/or facilities, including without limitations those based on death, bodily injury, property damage, including consequential damages.

OWNER/RIDER (and/or rider's parent/guardian) agrees to waive the protection of any applicable statute(s) and/or laws(s) in this or any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person(s) giving the release does not know or suspect to exist at the time of executing said release.

Ride at your own risk. I understand that riding horses can be a dangerous sport and that one can get hurt riding a horse/pony. Horseback riding is a dangerous sport and I, **the OWNER/RIDER (OWNER/RIDER'S parent/guardian) hold** the farm, trainers, instructors, employees, agents, Instructor/Trainers and representatives **harmless** if any of the following injurious situations shall occur, inclusive of, but not limited to, falling off a horse/pony, horse/pony falls down, the horse/pony bucks me off, the horse/pony runs away with me, getting hurt while jumping, running barrels, riding on the trails and/or any other type of riding I may be doing at the time an injury occurs. This extends to and includes unmounted situations such as if I am walking, or walking a horse/pony and I fall down, being stepped on by a horse/pony, or I am kicked by a horse/pony, run over by horse/pony or the horse/pony bites, kicks or bumps me. I do hold the TRAINER, the trainers, instructors, employees, agents and/or representatives **harmless, free from liability and not responsible** for any or all of these actions. I hold them harmless if my car/truck or trailer gets hit by another car/truck, trailer or tractor or if a horse kicks or runs into my car/truck while it is on the property. **I assume all liability for my presence and/or participation while on the property. It is my responsibility to carry full and complete insurance coverage on my own horse/pony, personal property and/or that of my minor child(ren).** ALL RIDER'S ARE REQUIRED TO WEAR APPROVED, HARNESSED RIDING HELMETS, RIDING BOOTS AND PROPER CLOTHES FOR HORSEBACK RIDING, INCLUSIVE BUT NOT LIMITED TO LONG PANTS AND SHIRT.

AGREEMENT SCOPE & TERRITORY This agreement shall be legally binding upon me, the registered OWNER/RIDER, and the parents or legal guardians there off it a minor, my hairs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of "THIS STABLE's" physical location. The term

“HORSE” HEREIN SHALL REFER TO ALL EQUINE SPECIES. The term “HORSEBACK RIDING” or “RIDING” herein shall refer to riding, training or otherwise handling of horses or ponies, whether from the ground or mounted. The term “OWNER/RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “I”, “me”, “my” shall refer herein to the above registered owner/rider and the parents or legal guardian thereof if a minor.

ACTIVITY RISK CLASSIFICATION - Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of US Consumer Products) horse activities rank 64th among the activities people relative to injuries that result in a stay in US hospital. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

NATURE OF RIDING HORSES - No horse is a completely safe horse. Horses are 5-15x times larger, 20-40 times more powerful and 3-4 times faster than a human. If a rider falls from a horse to the ground it will generally be a distance of from 3 1/2' to 5 1/2 feet, and impact may result in injury to the rider. Horseback riding/driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of one another. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, changing direction, or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger.

OWNER/RIDER'S RESPONSIBILITY - Upon mounting a horse and taking up the reins the OWNER/RIDER is in primary control of the horse. The OWNER/RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The OWNER/RIDER shall be responsible for his/her own safety. ALL OWNER/RIDERS ARE TO BE PROPERLY ATTIRED FOR HORSEBACK RIDING INCLUDING BUT NOT LIMITED TO APPROVED, HARNESSSED RIDING HELMET, RIDING BOOTS, LONG PANTS AND SHIRT.

CONDITIONS OF NATURE - THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lighting, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, bite and/or sting a horse or person; and irregular footing on indoor or outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, nature and man-made changes in landscape.

INSPECTION OF PREMISES - OWNER/RIDER has inspected THIS STABLE'S facilities and is satisfied that all premises conditions are reasonably safe for OWNER/RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.

ACCIDENT/MEDICAL & PERSONAL LIABILITY INSURANCE - Should medical treatment be required, I, the OWNER/RIDER or parent of the RIDER and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is: _____ . Should my actions or that of my horse cause injury or damage of any kind, I and/or my personal liability shall pay for such damages. My personal liability company is: _____ .

PROTECTIVE HEADGEAR WARNING - I have been fully warned and advised by THIS STABLE that the rider should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting or otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other incurrence. Any and all riders under the age of 21 are required by State law to wear a protective helmet while mounted on any horse. I understand that I am to wear a helmet any time I am mounted on the back of a horse.

LIABILITY RELEASE - In consideration of this STABLE allowing my participation in this activity, under the terms set forth herein, I, the OWNER/RIDER, and the parent or legal guardian thereof if a minor, do **agree to hold harmless and release** this STABLE, it's owners, agents, employees, officers, representatives, premises, owners, insurers and affiliate organizations from legal liability due to this STABLE'S ordinary negligence; I do further agree that I shall bring no claims, demands, actions and causes of action, and/or litigation against THIS STABLE and IT'S ASSOCIATES as stated above, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

The TRAINER shall not be held responsible for loss, damage, injury, claim, demand, cost and/or expense (inclusive of, but not limited to, legal fees) arising out of or connected with the use of the facilities, stabling and/or actions of the equine whether under the control and supervision of TRAINER or not.

I will not issue any bad checks. Any returned checks are subject to a \$60.00 fee plus finance fee. Initial here: _____

PAYMENTS SHALL BE PAID DIRECTLY TO JL PERFORMANCE HORSES AT THE TIME SERVICE IS RENDERED. Initial here: _____

All photos/videos taken are the sole property of JL PERFORMANCE HORSES and may be shared to promote JL PERFORMANCE HORSES. Initial here _____

Payments made to JL PERFORMANCE HORSES are NOT refundable. Initial here: _____

I will behave and conduct myself properly and not cause any issues or unpleasantness. I will be properly attired to handle and/or ride horses. I will remain in areas for public use for the purpose of horse handling and/or horse riding. Any damage caused by myself, my horse, my family members, my guests or my agents are my sole financial responsibility. Initial here: _____

Any lessons and/or training requires 24 hour cancellation or I am responsible to pay the fee. No show, no cancellations or late cancellations are subject to an additional \$50 fee and must be promptly paid. Initial here: _____

Upon material breach of this agreement by the OWNER/RIDER, the TRAINER may terminate same; however, OWNER/RIDER (or owner/rider's parent/guardian) shall be responsible to pay INSTRUCTOR/TRAINER any and all reasonable costs incurred and such costs shall be due payable to TRAINER by OWNER/RIDER hereunder. In the case of a default by OWNER/RIDER, the TRAINER shall have the right to recover training, riding, loss of income, mediation, arbitration, attorney fees, court costs, expert witness expense and any and all costs incurred as a result of said default.

This agreement shall be governed by the laws of NEW YORK. Any legal action must be brought in the County of DUTCHESS in the state of NY, provided however the TRAINER agrees to require mediation and/or arbitration of any disputes relating to this transaction.

Any captions and/or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

ALL OWNER/RIDERS AND PARENTS/LEGAL GUARDIANS MUST SIGN AFTER READING THE ENTIRE DOCUMENT.

Rider/Parent Sign Here: _____ DATE: _____

ACCEPTED BY: _____ DATE: _____

Print RIDER'S Name: _____

RIDER'S Signature: _____

RIDER'S Parent/Guardian: _____

RIDER'S Parent/Guardian Signature: _____

Phone Number: _____ Cell: _____

Address (street, city, state, zip): _____

Email Address: _____

In case of Emergency Contact: _____

Disclosure of prior horse experience:

I have made an honest and complete disclosure of my prior horse experience. I will handle/ride my horse or any other horse within my limits safely. I understand I must follow the guidelines and safety rules or I will not be permitted on the farm. If I have a special request, I will obtain advance permission from TRAINER/STABLE first. Initial here: _____