



participate in these and other direct equine and indirect equine activities at JL Performance Horses and release Leah Struzzieri, JL Performance Horses LLC, Kevin Murphy, any family, agents, staff and/or employees from any and all liabilities. (Initial here: \_\_\_\_\_)

I agree to hold Leah Struzzieri, JL Performance Horses LLC, Kevin Murphy, Leonard Pellegrino, employees, agents, staff, family, and/or the owner of the property **harmless** to any injuries, personal or property that might occur while present at this facility. This includes anywhere on the farm property, in the way of the BARNYARD HOMESCHOOL program, lessons, trail riding, pleasure/recreational riding, test riding a sale horse, handling a horse, feeding a horse, grooming a horse and or any other schooling, learning, riding and/or horse handling. (Initial here: \_\_\_\_\_)

**INHERENT RISKS AND ASSUMPTION OF RISK.** The parent of the above named child 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 JL Performance Horses and/or 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. (Initial here: \_\_\_\_\_)

I the parent of the above named child acknowledge that horses/ponies by their very nature are unpredictable. I the parent of the above named child assumes all risks in connection therewith, and **expressly waives any and all claims** for any and all injury or loss arising there from. I the parent of the above named child agree to abide by and follow JL Performance Horses LLC, BARNYARD HOMESCHOOL program and/or TRAINER'S/EDUCATOR'S rules, regulations and/or instruction/guidance. I the parent of the above named child further acknowledge that the behavior of any equine is contingent to some extent upon the HANDLER/RIDER's ability. And I the parent of the above named child assumes all risks therefore and warrants a full and fair disclosure of my child's abilities have been made to the JL Performance Horses LLC/ PONYSITTERS program/TRAINER/EDUCATOR. (Initial here: \_\_\_\_\_)

I the parent of the above named child and any family members, spouses, siblings, representatives, heirs, employees of and/or agents agree to **hold harmless, indemnify and defend** JL Performance Horses LLC, programs and/or classes and/or activities on the farm, TRAINER and Leah Struzzieri, JL Performance Horses LLC, Kevin Murphy, Leonard Pellegrino 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 my child's participation and/or presence upon the property and/or the facilities.

In the event that my child is a minor, I, the parent and/or guardian shall further **indemnify, defend and hold** JL Performance Horses LLC, programs and/or classes and/or activities on the farm, TRAINER and Leah Struzzieri, JL Performance Horses LLC, Kevin Murphy, Leonard Pellegrino and any and all of their successors, staff, employees, agents, etc. **harmless** from contractual limitations of actions. (Initial here: \_\_\_\_\_)

I, the parent of the above named child agree to hold TRAINER and Leah Struzzieri, JL Performance Horses, Kevin Murphy, Leonard Pellegrino 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 agree 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 my child's participation and/or use of and/or presence upon JL Performance Horses LLC, programs and/or classes and/or activities on the farm, TRAINER'S property and/or facilities, including without limitations those based on death, bodily injury, property damage, including consequential damages. (Initial here: \_\_\_\_\_)

I the parent of the above named child agree 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. (Initial here: \_\_\_\_\_)

**ACTIVITY RISK CLASSIFICATION – Horse activities are 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.



Driver license number

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PARENT

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DATE

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ACCEPTED BY

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DATE