

Struzzieri, JL Performance Horses LLC, Bethany Ellis, 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 PONYSTITTERS AFTER SCHOOL 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, PONYSTITTERS AFTER SCHOOL 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/ JL Performance Horses /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. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. (Initial here: _____)

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. (Initial here: _____)

Any returned checks are subject to a \$60.00 fee plus finance fee. Initial here: _____

Any late payments are subject to an additional fee up to a \$100/per day surcharge. Initial here: _____

Your child is eligible to attend all regularly scheduled PONYSITTERS AFTER SCHOOL program days your child is enrolled in. We can not control if/when your child is sick. We can not control the weather. Make up days are not officially or formally offered. There are no refunds, credits or pro-rating for the BARNYARD BUDDIES program. Initial here: _____

The PONYSITTERS AFTER SCHOOL program is offered exclusively at JL Performance Horses. Initial here: _____

The information I have provided on this application/enrollment is true and accurate. I have given a full and honest disclosure of horse experience, education and health. By signing this 4-page enrollment form, I the parent of the above named child, am enrolling my child in the PONYSITTERS AFTER SCHOOL program at JL Performance Horses and release them from any and all liabilities.

PARENT

DATE

ACCEPTED BY

DATE

*** Please complete separate **Riding Release, COVID Release and Child Health Form** from our web site (www.NYEquine.com) and include it with your Registration Form and payment. Any balances are due in advance of the PONYSITTERS program beginning. No child will be allowed to start the PONYSITTERS program while there is an outstanding balance owed. **Monthly payments are due by the 25th of the preceding month. PONYSITTERS will run September thru June 2022. PONYSITTERS may be offered BONUS days in addition to regular program days. Dropping out of the PONYSITTER program requires 30 day advanced written notice by the parent. PONYSITTER team t-shirts are available for an additional \$30.00, while supplies last. PONYSITTERS team jackets, sweatshirts and other Team PONYSITTERS gear may be offered for order during the September-June PONYSITTERS program year. Actively enrolled PONYSITTERS may be entitled to loyalty discount rates and other special privileges.** Any late payments will incur a \$100.00/per day late charge in addition to any other additional late fees and/or finance charges. PLEASE KEEP YOUR ACCOUNT CURRENT. Late fees are not waived. Initial here: _____

Please make all checks payable to JL PERFORMANCE HORSES. Any and all online credit card payments are subject to a 3.9% additional processing fee. Initial here: _____

Paid via check number _____ on _____ 2021. Initial here: _____

Paid via online _____ Paypal on _____ 2021. Initial here: _____

credit card (last 4 digits) _____ on _____ 2021. Initial here: _____

Driver license number

PARENT

DATE

ACCEPTED BY

DATE