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## PARTICIPATION AGREEMENT

**THIS IS A LIABILITY WAIVER AND RELEASE AND INDEMNITY AGREEMENT**

**PLEASE READ IT CAREFULLY BEFORE SIGNING**

### ASSUMPTION OF RISK:

I, \_\_\_\_\_, understand that there are risks inherent in equine activities. These include, but are not limited to:

- (1) the propensity of horses to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- (2) the unpredictability of a horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals, regardless of its training and past behavior;
- (3) certain hazards such as surface and subsurface objects;
- (4) collisions with other horses, animals, people, and objects.

I understand that the handling, use and riding of a horse, whether for recreation or during instruction, involves the risk of personal physical injury, including, but not limited to, lacerations, bruises, fractures, head injuries and death. With full knowledge and awareness of these and all other dangers inherent in and related to the sport of horseback riding and equine activities, I am knowingly participating in instruction and/or training at FARRINGTON FARMS, INC. and voluntarily engage myself and/or my horses in these activities and fully assume all risks involved.

I understand that horseback riding is a rigorous and physically demanding activity for both horse and rider. I have fully disclosed to FARRINGTON FARMS, INC. and to my instructor

my riding experience and have not misrepresented any condition or lack of ability of either myself or my horse. I have fully disclosed any and all physical, mental, or other conditions, including my use of any medications or other substances, which may affect my ability to participate in the sport. If at any time, I feel unfit or unsure about proceeding with any riding activity. Or if the horse or equipment appear to be deficient in any manner, I will inform my instructor of my concern before proceeding with the activity.

I understand that in the course of taking riding instruction, I will follow any and all rules of riding conduct and safety established by FARRINGTON FARMS, INC. and I must equip myself with appropriate riding attire including an approved riding helmet and approved riding boots or shoes.

### **WAIVER OF LIABILITY:**

In consideration for my participation in instruction or other equine-related activities at FARRINGTON FARMS, INC., I and anyone legally entitled to act on my behalf, agree to release, waive, discharge, and covenant not to sue FARRINGTON FARMS, INC., its officers, shareholders, representatives, heirs, assigns, or employees for any and all claims related to riding, instruction, or any other activities at FARRINGTON FARMS, INC. including those arising from the ordinary negligence of FARRINGTON FARMS, INC., its officers, shareholders, or employees. This agreement applies to all personal injuries and illnesses, including death, as well as property loss or damage which may result from riding, instruction, handling horses or other activities at FARRINGTON FARMS, INC.

### **INDEMNIFICATION AND HOLD HARMLESS:**

I further agree to forever hold harmless, defend and indemnify FARRINGTON FARMS, INC., its officers, shareholders, and employees from any and all claims, including those arising from ordinary negligence, which may arise out of my instruction, training, showing, or recreational riding at or other activities with FARRINGTON FARMS, INC., or its instructor or the training and/or boarding of my horse. This includes, but is not limited to, any economic or non-economic losses due to bodily injury or property damage sustained in connection with all activities including riding, handling, boarding, showing or otherwise being in the vicinity of horses owned by or in the care, custody and control of FARRINGTON FARMS, INC., or its employees.

**SEVERABILITY AND VENUE:**

I expressly agree that this agreement is intended to be as broad and inclusive as the laws of the State of New Jersey allow and that in any portion thereof is held invalid, the remainder of the agreement shall continue in full legal force and effect. I further agree that if legal action is brought, it must be brought in an appropriate court of jurisdiction in the State of New Jersey.

**I HAVE READ AND UNDERSTAND THIS ENTIRE PARTICIPATION AGREEMENT (3 PAGES). I UNDERSTAND THAT THIS IS A LIABILITY WAIVER AND RELEASE AND AN INDEMNIFICATION AGREEMENT.**

_____			_____		
Print Name			Print Name of Parent (if participant is under 18)		
_____			_____		
Signature		Date	Signature		Date
_____			_____		
Street Address			Street Address (if different from left)		
_____			_____		
City	State	Zip	City	State	Zip
_____			_____		
Phone Number			Phone Number		

**EMERGENCY CONTACT INFORMATION:** Please provide at least one emergency contact.

1.	_____	_____	_____
	Name	Relationship	Phone Number
2.	_____	_____	_____
	Name	Relationship	Phone Number