## SADDLE RIDGE RIDING CENTER, INC. (EQUESTRIAN AREA OPERATOR) EQUINE ACTIVITY WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I, \_\_\_\_\_, the undersigned or legal guardian of the undersigned minor ("Participant") have read and understand and freely enter into this Waiver of Liability and Hold Harmless Agreement.

2. I understand and acknowledge that activities involving horses ("Equine Activities"), including but not limited to mounting, riding, walking, dismounting, grooming training, handling, feeding, tacking, visiting or otherwise being in the physical proximity of horses are inherently dangerous activities. Saddle Ridge Riding Center, Inc. ("SRRC") is not responsible for acts, occurrences or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way, including thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, and changes in landscape. I am of the opinion that Participant is qualified, in good health, and in proper physical condition to engage in such activity. I further agree that if at any time I believe that Participant's health and physical condition should change so that it would be unsafe for Participant to continue to engage in such activity, I will immediately discontinue the Participant's future or further participation in such activity.

3. I hereby assume full responsibility for, and risk of, any death or bodily injury to Participant, myself or others and damage to or destruction of my property or the property of others, caused by Participant's engagement in Equine Activities either on the premises of SRRC or off premises while engaging in Equine Activities with SRRC. My responsibilities include, but are not limited to, payment of medical costs for myself and others that I/Participant may have injured, costs to replace my own property or the property of others that I/Participant may have lost, destroyed or damaged and damages for the non-medical and non-property items of others such as pain and suffering and lost wages.

4. I recognize and agree that the equine professional(s)(trainers) at SRRC have made reasonable and prudent efforts to determine the Participant's ability to engage in the Equine Activity and have sufficient knowledge of the Participant's equine and horseback riding skills as to release and hold harmless said equine professionals from a continuing duty to monitor the Participant's equine activities. I further voluntarily release and hold harmless the equine professionals from any liability, including injuries, death or property damage from: mounting; riding; dismounting; grooming; feeding; use of horse barn, paddock trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or Participant's failure to understand any trainer's instructions; or control or lack thereof of the horse.

5. I hereby release, waive and discharge SRRC (Equestrian Area Operator), its owners, administrators, directors, agents, officers and lessors of the SRRC premises from all liability, claims or demands which arise directly or indirectly from the Participant's death, the death of any other person, bodily injury to Participant or others, or damage to my property or that of others which is attributable to the Participant's engaging in Equine Activities or my presence or the presence of any of Participant's other family members on SRRC premises. I agree to completely indemnify and hold harmless SRRC, including its owners, administrators, directors, agents, officers and lessors of the SRRC premises from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and responsibility in accordance with paragraph 3, and for any actions brought by my guests or invitees.

6. I understand that SRRC has a 24-hour cancellation policy and I agree that I am responsible for payment if I cancel a lesson with less than 24 hours' notice.

7. I understand that SRRC has the right to substitute instructors/trainers without prior notice.

I consent to SRRC's use of individual or group pictures, which include the image of myself or my 8. child, taken at hosted events for publicity purposes.

I agree that this Waiver and Liability Agreement shall be binding on my personal representatives, 9. heirs and assigns and shall be in full force and effect at all times.

10. I agree that this Waiver and Liability Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.

Person voluntarily entering into this Waiver and Liability Agreement:

PRINT NAME OF PARTICIPANT\_\_\_\_\_

D.O.B. PARTICIPANT

PRINT NAME OF PARENT (If Participant is a minor)

SIGNATURE OF PARTICIPANT (or parent if participant is a minor)

FULL ADDRESS

BEST PHONE CONTACT NO.

PARTICIPANT EMAIL (or parent email if participant is a minor)

ALLERGIES? \_\_\_\_\_ SPECIAL NEEDS/ACCOMMODATIONS? \_\_\_\_\_

DATE

## WARNING UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA **OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN** EQUINE ANIMAL ACTIVITIES RESULTING FROM THE **INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO** N.J.S.A. 5:15-1 et seq.