

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 ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c. 287 (C.5:15-1 et seq)

**Regina Ennis, Riding Instruction/Breezy Meadow Equestrian Centre
at facility known as:
Tri-brook Equestrian Center
283 Long Swamp Road
New Egypt 08533**

Name of Rider: _____

Age: _____ **Birthdate:** _____

Experience with horses other than pony rides: _____

***Special Needs:** _____

***Medications/Any and all conditions that may hinder riding/handling horses:** _____

Address: _____

Phone: _____

Email: _____

Emergency Contact/Phone: _____

This RELEASE FROM LIABILITY is made and entered into on this day/date: _____

of _____, by and between: _____ Regina Ennis _____, hereinafter designated INSTRUCTOR and _____, hereinafter designated RIDER (if Rider is a minor, Rider's parent or guardian is responsible for signing and releasing ALL liability). In return for the use today, and on all future days of horses, property, facilities, and services of the Manager/Instructor, the Rider/Parent/Guardian, their heirs and legal representatives, hereby expressly agree to the following:

1. Rider/Parent/Guardian understands there are risks in and around equine activities, and that an equine activity sponsor and/or equine professional, manager, instructor is not liable for an injury to, or death of a rider and/or participant in equine activities resulting from inherent risk of equine activities.
3. RIDER/PARENT/GUARDIAN AGREEES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER-INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

4. Rider/Parent/Guardian agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases 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, costs or expenses arising out of Riders' use of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and facilities, including without limitation, those based in death, bodily injury, property damage, including consequential Damages, except if damages are caused by direct, willful and wanton gross negligence of the Manager/Instructor.

5. Rider/Parent/Guardian agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

6. Rider/Parent/Guardian agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages judgments, cost or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's instructor's property and facilities.

7. Rider/Parent/Guardian agrees to abide by all of manager/Instructor's rules and regulations, and rider is responsible for using protective gear; i.e. hard hat and boots.

This contract is non-assignable and not-transferable and is made and entered into the State of New Jersey and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) signs this contract, it will then be binding on both parties, subject to the above terms and conditions.

Rider (if over 18)/Parent/Guardian

Signature _____

Dated: _____

Manager's/Instructor's Signature _____

Dated: _____