Release, Discharge, and Indemnity Agreement

The Stables at Chappel Creek, LLC Chappel Creek Farms

The above mentioned entities(2) are collectively referred to as Chappel Creek Farms in this agreement.



I/We, the undersigned, for the consideration of boarding, riding, utilizing the premises and facilities, taking lessons, and spectating, hereby agree to release, and discharge and indemnify Chappel Creek Farms, and its agents, employees, independent contractors, and any other person associated therewith, from any and all liability whatsoever, for any loss or damage to personal property, livestock, or personal injury or death sustained by me, my heirs, representatives, dependents, spouse, children, parents, friends, spectators, or guests. It is understood that Chappel Creek Farms as used herein includes but is not limited to its family associates, employees, representatives, independent contractors, and any other person or entity related to the business, its equipment, facilities, livestock and grounds.

As a boarder, owner, student, lesson person, 4-H member, contestant, rider, guest, spectator visitor, or other person, I/we, the undersigned understand, recognize, and are aware all equestrian related activities are dangerous and potentially hazardous. I/we recognize accidents causing damage and injury occur frequently when caring for horses, riding them, and transporting them.

I/we are aware of the condition and footing of the barns, alleyways, arenas, and surrounding grounds. I/we have fully inspected the surrounding grounds and land of Chappel Creek Farms, and are aware that much of the grounds are in their natural, undeveloped condition, and agree to use the same at our own risk. After having fully inspected the interior and exterior of the premises, I/we undertake full responsibility whosoever for any and all harm, loss, or injury, that may come to me, my children, my spouse, family, guests, spectators, livestock, and any of our group members.

I/we acknowledge that I/we have adequate property, medical, and liability insurance coverage and Chappel Creek Farms assumes no responsibility and provides no insurance whatsoever for livestock, personal property, boarder, rider, lesson person, guest, student, spectator, or other person, and the undersigned will hold Chappel Creek Farms harmless for any injury or damage. Any personal injury or death to any boarder, rider, person, lesson person, student, spectator, visitor, or guest shall be solely the responsibility of the undersigned. It is further agreed the undersigned, heirs, spouse, children, representatives, parents, dependents, friends, and guests, shall have no right of legal action against Chappel Creek Farms.

The signature of a parent or legal guardian of any person under 18 years of age constitutes acceptance of the terms and conditions of the release, discharge, and Indemnity Agreement. The parent or legal guardian hereby releases and discharges liability or responsibility of Chappel Creek Farms.

If damage or injury is caused by or to the undersigned's livestock, included but not limited to escape from enclosures, the undersigned or its parent or legal guardian takes full responsibility for said damage or injury, and agrees to indemnify Chappel Creek Farms, against liability or responsibility for such damages. The undersigned further agrees to indemnify Chappel Creek Farms, for any liability for physical loss, injury, monetary damage of any kind causing damage or loss or injury, or making destruction necessary to horses or stock in Chappel Creek Farm's possession.

I/we understand and agree Chappel Creek Farms assumes no responsibility whatsoever for personal property or any person on its premises. Lockers and storage facilities have been made available for the use of boarders and students. However, any property stored on the premises is done so at the sole risk of the boarder or student. Chappel Creek Farms will not be responsible for any misplaced, damaged, lost, or stolen property.

Any and all jumping, vaulting, racing, riding, breeding, and trail riding is done at the boarder, owner, lesson person, or rider's own risk. I/we agree to never ride or care for a horse on the premises of Chappel Creek Farm, while under the influence of alcohol or taking any type of medication.

I/we understand and agree that Chappel Creek Farms shall not be responsible for any loss or damage caused by defects in pre-packaged food products or medications given to horses.

I/we understand and agree to maintain and keep in good repair all personal tack and equipment to be used on the premises. I/we understand the Chappel Creek Farms is not responsible for any damage, loss, or injury from tack or equipment loaned to boarders, riders, and guests. All boarders, riders, and guests acknowledge they have a duty to inspect any and all tack or equipment prior to use.

I/we understand and agree to release and discharge Chappel Creek Farms of any liability or responsibility whatsoever for damage, injury, or loss caused to livestock or person from loading, hauling, transporting, or unloading at Chappel Creek Farms. I/we understand that hauling and transporting horses is dangerous and accidents often occur. I/we agree to release and discharge Chappel Creek Farms, from any liability or responsibility whatsoever, for damages, loss, injury, or death to livestock, provided reasonable care is used.

I/WE THE UNDERSIGNED, HAVE READ THE FOREGOING RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND IT.

Printed Name & Signature-Boarder/Horse Owner/Lesson Person Date Signed