

THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on _____ (date) and between **ELIQUE STABLES LLC dba Old Brookville Equestrian Center and Hunters Grove** (“Equine Professional”) and _____ (name), located at 1254 Cedar Swamp Rd (“Participant”), and if Participant is a minor, Participant’s guardian or parent _____.

In return for the use of the property, facilities and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself. Participant understands that there are real and inherent risks in and around equine activities.
2. **Risks inherent to equine activities include** dangers or conditions that are integral part of equine activities, including but not limited to, the propensity of the equine to behave in ways that may result in injury or harm or even death of persons around the equine including bucking, biting, kicking, rearing, shying, falling or stepping on such persons, the unpredictability of an equine’s reaction to such thing as medications, sounds, sudden movements, unfamiliar objects, persons or other animals; hazards such as surface and subsurface ground conditions, collisions with other equines or objects; or the potential of another participant not to maintain control over the equine or not to act within the person’s ability.
3. **Participant expressly assumes all responsibility for risks involved in or arising from participant’s use of or presence upon equine professional’s property and facilities or use of services provided by equine professional,** include but not limited to, the risk of death, bodily injury, falls, property, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or negligence and/or deliberate acts of another person.
4. Participant agrees to hold Equine Professional and each of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from any and all actions, injuries, damages, costs or expenses arising out of Participant’s use of or presence upon Equine Professionals property and facilities, including, without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages were caused by the direct, willful and wanton gross negligence of the Equine Professional.
5. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgements, cost or expenses including attorney’s fees which in any way arises from Participant’s use of or presence upon the Equine Professional’s property and facilities or the use of any services provided by the Equine Professional such as shows or trail rides.
6. Participant agrees to abide by Equine Professionals rules and regulations, and Participant is responsible for using protective gear, i.e. hard hat and boots.
7. If Participant is using his own horse, the horse shall be free from infection, contagious or transmittable disease. Equine Professional reserves the right to refuse any horse that is not in proper health or is deemed dangerous and undesirable.

I HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE

PARTICIPANT _____

GUARDIAN _____

DATE _____