

# JESKE EQUESTRIAN



## Participant Liability Release Form

For valuable consideration the receipt and legal sufficiency of which is acknowledged, I agree with Jeske Equestrian, LLC, as a condition for allowing me, and the other persons identified below, to enter the property where equine services are provided, and/or to ride or be near horses on that premises.

NAME OF CONTRACTING PARTY: \_\_\_\_\_

NAME OF PARTICIPANT (If Minor): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this agreement.) This agreement is binding whenever JESKE EQUESTRIAN, LLC, now or in the future, permits me to enter the property JESKE EQUESTRIAN, LLC operates out of, to be near horses, and/or ride horses on, near, or off of property.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises and/or ride horses on, near, or off the property where JESKE EQUESTRIAN, LLC operates.
2. I understand that anyone riding or being near to horses (equines) can suffer bodily and other injuries and that there are inherent risks of equine activities, which include but are not limited to the following:
  - the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around it;
  - the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people, or other animals;
  - hazards such as surface or subsurface conditions, collisions with other equine or objects, and many others.
3. Horses are known to kick, buck, rear, bite, run, or spook. I know that any horse can do these things without warning. I understand these and other inherent risks and dangers, and I voluntarily agree to assume them.

4. I am fully responsible for my own safety while on, near, or off of the property where JESKE EQUESTRIAN, LLC operates. I understand that JESKE EQUESTRIAN, LLC has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall of other occurrences.
5. I hereby state that I am physically able to undertake all riding/horse/volunteer orientated activities. I also state that I will participate in these activities at my own risk.

**LIABILITY RELEASE:**

I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near, or off of the property where JESKE EQUESTRIAN, LLC operates as well as when riding horses, on, near, or off of said property. By the term, 'damages', I mean, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, or my heirs, administrators, personal representatives, or assigns release and discharge JESKE EQUESTRIAN, LLC, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), whether the sums be known or unknown, anticipated or unanticipated, resulting from or arising out of me or my guest's bodily injury or damage that may be sustained or property damage which may occur as a result of my being on, near, or off of the premises of JESKE EQUESTRIAN, LLC.

**INDEMNIFICATION:**

I also hereby agree to indemnify and hold harmless JESKE EQUESTRIAN, LLC, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf against all damages sustained or suffered by any third person(s) (people who are not parties to this agreement, including, but not limited to, my relatives, guests, etc.) including any and all injuries or damages whatsoever that I may cause while being on the premises of JESKE EQUESTRIAN, LLC equine services, riding or near horses around the property where WINDHORSE operates, and /or riding horses off and on the property where JESKE EQUESTRIAN, LLC operates. This indemnification shall also include reasonable attorney fees and costs. I have read this agreement, and had an opportunity to seek independent legal advice prior to signing this agreement and liability release.

I represent that I am and will be at all times while on or near the property where JESKE EQUESTRIAN, LLC operates, covered by accident, and/or medical insurance or I have sufficient funds to cover my medical expenses. My insurance company is:

Policy Number: \_\_\_\_\_

Printed Name of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Signed Name of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Signed Name of Parent/Guardian \_\_\_\_\_ Date: \_\_\_\_\_