

# Wheatfield Soul

EQUESTRIAN CENTRE

## 2024 HOLD HARMLESS AGREEMENT

### LIABILITY WAIVER AND RELEASE

This HOLD HARMLESS AGREEMENT, LIABILITY WAIVER AND RELEASE (hereafter the "AGREEMENT") is made and entered into as of the date last signed below, by and between Wheatfield Soul Equestrian Centre (hereafter called the "MANAGER") and \_\_\_\_\_

hereinafter called the "PARTICIPANT", and if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_

(together called "PARTICIPANT"). Manager and its

parents, successors, assigns, subsidiaries, affiliates, officers, owners, directors, employees and agents, and facilities on which same operators are hereafter collectively and individually called the "STABLE:"

Landowner, Wheatfield Soul Equestrian Centre and its parents, successors, assigns, subsidiaries,

affiliates, officers, owners, directors, employees and agents, and facilities on which same operate are

hereafter collectively and individually called the "LANDOWNER." Landowner is a third-party beneficiary

of this AGREEMENT.

The Participant hereby expressly agrees to the following:

1. Participant acknowledges that being present at a facility, including the Stable's and/or Landowner's facilities, where horses and/or other animals are present, and the acts of riding, caring for, working, spectating, observing, or even simply being in close proximity to, horses and/or other animals (hereafter called "EQUESTRIAN ACTIVITIES") are activities carrying significant known and unknown risks. Participant acknowledges that these risks, whether ever-present or spontaneous, observable or un-observable, can result in serious bodily injury and/or death to the Participant, his/her animal(s) or both, and cannot be eliminated by any reasonable action of the Stable or the Landowner.

2. The Participant acknowledges that each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse(s) to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse(s) or his agents or employees.

3. The Participant agrees that the provisions of this Agreement in which the Participant assumes all risks of and legal responsibility for engaging in Equestrian Activities, and in which the Participant waives and releases the Stable and the Landowner from certain types of liability, are to be interpreted as broadly as possible, and are intended by the Participants and the Stable to extend liability limitations to the Stable and the Landowner. The Participant agrees the hazards inherent in equestrian sports include, but are not limited to, the following: equines and other animals behaving with or without warning in ways such as bolting, running, bucking, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or an object, that may result in injury or death to persons on or around them; the unpredictability of equines' and other animals' reaction to such things as sounds, movement, objects, persons

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and/or other animals; being matched with horses, tack and/or equipment not suitable to the Participant's abilities and/or skill level; hazards such as unsuitable surface, subsurface and environmental conditions and equipment failure; collisions with vehicles, stationary objects and/or other animals; limited availability of emergency medical or veterinary care; and/or the negligence of a participant, the Stable, the Landowner, and/or a third party including, but not limited to the failure to guard or warn against a dangerous condition, use, structure or activity, that may cause or contribute to injury or death to the Participant, or damage to the Participant's animal(s) and/or property.

4. Each and all of the risks and hazards inherent in equestrian sports, including without limitation each of those stated in Paragraph 3 above, are considered, are agreed to be, and are hereafter called, "HAZARDS INHERENT IN EQUESTRIAN SPORTS."

5. Agreement further acknowledges any and all risks which may be present while taking part in, or observing, spectating, or being in close proximity to, any other event, show or gathering which takes place on or at Stable and/or Landowner's property and facilities. This includes any exposure, for Human or Equine, to any communicable disease or illness. It is the Participant's responsibility to take any necessary precautions to protect themselves, their visitors and their animals. Participant agrees to take any precautions as outlined by the facility, such as cleaning protocols and maintaining a safe distance.

6. Except as specifically excluded herein, Participant agrees to assume any and all risks involved in, or directly or indirectly arising from, the Participant's use of, or presence upon, Stable's and/or Landowner's property and facilities, including without limitation the risks of death, bodily injury, and/or property damage resulting from the hazards inherent in equestrian sports including the risk of the Stable's and/or Landowner's ordinary negligence.

7. Participant waives, releases and agrees to indemnify and defend the Stable and the Landowner against, and hold Stable and the Landowner harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including court costs and attorney's fees, which in any way directly and/or indirectly arise from the Participant's use of, or presence upon Stable's and/or Landowner's property or facilities and/or from the risks of death, bodily injury, and/or property damage resulting from the hazards inherent in Equestrian Sports, including the risk of the Stable's and/or the Landowner's ordinary negligence, and agrees to pay any/all legal fees and expenses incurred by the Stable and/or Landowner in defense of such claims.

8. Participant further agrees not to sue the Stable and/or the Landowner on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Participant's use of or presence upon Stable's and/or Landowner's property and/or facilities, including without limitation, those based on death, bodily injury, property damage, economic, non-economic and/or consequential damages resulting from the hazards inherent in Equestrian Sports, including the risk of the Stable's and/or Landowner's ordinary negligence.

9. It shall be the Participant's express and exclusive duty and obligation to, and the Participant agrees that he/she must and shall:

Initial: \_\_\_\_\_

MY SIGNATURE BELOW INDICATES THAT I HAVE HAD THE OPPORTUNITY TO CONSULT MY OWN LEGAL COUNSEL AND TO NEGOTIATE THE TERMS OF THIS AGREEMENT, I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND THE TERMS COMPLETELY AS WRITTEN, I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS, AND I AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DOB (if under 18): \_\_\_\_\_

Parent or Legal Guardian:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent or Legal Guardian:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agreed by Wheatfield Soul Equestrian Centre Representative:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Initial: \_\_\_\_\_