

Equine Activity Release of Liability, Waiver of Right To Sue And Assumption of All Risks

This RELEASE of LIABILITY is made and entered into on this ____ day of _____, 20____ by and between Lisa A. Wynne, Holistic Horsemanship Institute of America™, and its trainers, hereinafter designated as TRAINER and _____ (Participant Name) hereinafter designated PARTICIPANT, and if Participant is a minor, Participant's parent/guardian _____ (Parent/Guardian Name). In return for the use, today and on all future dates of the horses, tack and equipment, and services of the TRAINER, the Participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

NOTICE: This Waiver shall give notice to the Participant of the risks inherent in equine activities, including (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movement, persons, or animals; and (iii) hazards of surface or subsurface conditions.

1. Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF, horses, tack and equipment, and services of the TRAINER 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, or the negligence or deliberate act of another person.
2. Participant agrees to hold TRAINER and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release 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, cost or expenses arising out of Participant's use of TRAINER's horses, equipment, tack, and services, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Operator.
3. Participant 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.
4. Participant agrees to indemnify and defend TRAINER against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of TRAINER's horses, tack, equipment, and services.
5. Participant agrees to abide by all of TRAINER's rules and regulations.
6. If Participant is using his horse, the horse shall be free from infection, contagious or transmissible disease. TRAINER reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
7. The TRAINER may share examples of PARTICIPANTS learning in Holistic Horsemanship's educational and marketing resources.
8. In some cases, the TRAINER will learn about PARTICIPANT health information throughout the course of the PARTICIPANT's time at Holistic Horsemanship. The circumstances may be shared for educational purposes, but the identity of the person will remain confidential.
9. This contract is non-assignable and non-transferable and is made and entered into the State of Illinois and Missouri, 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 TRAINER and Participant and Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Trainer's Signature _____

Participant's name (printed) _____

Signature of Participant or Parent/Guardian _____

Printed name of Parent/Guardian (if applicable) _____

- Additional Information -

Name Of Participant:_____ AGE:_____ D.O.B._____

Name of parent or guardian (Printed):_____

Address:_____ City:_____ State:_____ Zip:_____

Home phone:_____ Cell phone:_____

Work phone:_____

Email address:_____

Any medical conditions or allergies:_____

Additional Emergency Contact:_____

Emergency Contact Phone:_____

Is it ok to send emails with dates and barn info?_____

Is it ok to send a text to your cell phone with last minute info or changes?_____

