

Hunters Court Farm, LLC

Release and Hold Harmless Agreement

The undersigned hereby acknowledges receipt of the permission for the participant named below (the “participant”) to participate in horseback riding lessons or supervised or unsupervised horseback riding activities at the **Hunters Court Farm, LLC** and the surrounding trails, pastures, and walkways.

The undersigned understands that this Agreement extends to and applies to any death, personal injuries, injurious results, property damages or losses or other losses which the participant may experience or sustain while, or as a direct or indirect result of, engaging in horseback riding lessons or supervised or unsupervised horseback riding at the Permitted Riding Area or engaging in other activities at the Permitted Riding Area or elsewhere before, during, or after such horseback riding activities, or which anyone else may experience or sustain as a direct or indirect result of such death, injuries, results, damages or losses (collectively, the “Horseback Riding Damage”). The undersigned also understands that this Agreement is for the benefit of **Hunters Court Farm, LLC**: all others who may at anytime be the owners of all or any part of the Permitted Riding Area, the owners, lessors and lessees of any horses at anytime in the operation of employees and independent contractors of each of the forgoing and all others who may at anytime be owners of any part of **Hunters Court Farm, LLC** on which Horseback Riding Damages shall be sustained (collectively, the “Releasees”).

In consideration of the permission and privilege for participant to participate in the riding activities described above, the undersigned agrees not to file suit or initiate any other claim procedure against any of the Releasees with respect to any Horseback Riding Damages and releases any and all claims which the undersigned may have now or in the future with respect to any Horseback Riding Damages.

In further consideration of the permission and privilege for participant to participate in the riding activities described above, the undersigned does hereby specifically agree to protect, defend and indemnify the Releasees, and hold the Releasees harmless, from and against any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated to recover money, property or damages with respect to any Horseback Riding Damages.

The undersigned freely assumes all risks, hazards, and losses which may befall the participant in connection with the exercise of the permission and privilege to participate in the riding activities described above. The undersigned acknowledges that the undersigned is fully aware of the potential dangers incident to engaging in horseback riding activities and instruction, and the undersigned is fully aware of the legal consequences of signing the Release. Without limiting the generality of the foregoing, the undersigned understands that horses, irrespective of their training and usual past behavior and characteristics may act or react unpredictably at times based upon instinct or fright which is an inherent risk assumed by the participant and the undersigned. The

undersigned represents that the participant has insurance protection covering injuries to the participant that may occur before, during and after the riding activities described above.

“Inherent risk of an equine activity” means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b) The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons or other animals;
- c) Hazards, including but not limited to, surface or subsurface conditions;
- d) A collision with another equine, another animal, a person, or an object;
- e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant

The undersigned agrees to be fully responsible for his/her safety. Properly fitted and secured ASTM-standard/SIE certified equestrian protective helmets are to be worn at all times when riding or near equines.

This agreement shall be a continuing agreement relating to all Horseback Riding Damages arising out of any occurrence prior to the revocation of the permission and privilege for the participant to participate in the riding activities described above. It is understood that such permission and privilege may be revoked at any time, with or without cause.

The undersigned acknowledges and agrees that, if the participant is a minor, then the agreements of the undersigned in the Agreement are made by the undersigned parent or guardian of the participant for such parent or guardian, for the participant and for the respective estates, executors, personal representatives, heirs and assigns of the participant and such parent or guardian.

Date: _____ E-mail _____

Please Print:

Participant _____ Signature of Participant _____

Street Name and Number _____ Signature of Custodial Guardian (If participant is a minor) _____

City, State, Zip Code _____ Phone Number _____