

The Law Offices of Bing I Bush located in San Diego, CA and Lexington, KY, as a service to our clients offers some of the most commonly used forms for use as "boiler plate" documents. These forms are obtained from various sources and we strongly recommend you confer with counsel to insure this document is appropriately reviewed to meet your legal needs. For more information go to www.horselawyers.com, or call 800.745.9336.

ACKNOWLEDGEMENT OF RISK & RELEASE

In consideration of _____, _____, the _____ Trust, their trustees, trustors, agents, owners, officers, volunteers, participants, employees, and all other persons or entities in any capacity acting on their behalf (hereinafter collectively referred to as "RELEASEE") allowing the undersigned to participate in equine related activities, I on behalf of myself, my children, parents, heirs, assigns, personal representatives and estate (hereinafter collectively referred to as "RELEASOR") hereby agree to release, discharge, hold harmless, defend, and indemnify RELEASEE, as follows:

1. RELEASOR acknowledges that equestrian activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to RELEASOR, to property, or to third parties. RELEASOR understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: The propensity of an equine to behave in ways that may result in injury, sudden movement, from objects, persons, or other animals certain hazards such as surface and subsurface conditions, collisions with other equines or objects, the potential of another participant or person to act in a negligent manner that may contribute to injury to RELEASOR, or others, such as failing to maintain control over the animal, or not acting within his or her ability.

Furthermore, RELEASEE seeks safety, but RELEASEE is not infallible. RELEASEE might be ignorant of RELEASOR'S or participant' s fitness or abilities. RELEASEE might misjudge the weather, the elements, or the terrain. RELEASEE may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. RELEASOR expressly agrees and promises to accept and assume all of the risks existing in equine-related activity. RELEASOR'S participation in this activity is purely voluntary, and RELEASOR elects to participate in spite of the risks.

3. RELEASOR hereby voluntarily agrees to release, discharge, hold harmless, defend, and indemnify RELEASEE from any and all claims, complaints, demands, or causes of action, for any injury or damage whatsoever which are in any way connected with RELEASOR'S participation in this activity or RELEASOR'S use of RELEASEE'S equipment, land, or facilities, including any such claims, complaints, demands or causes of action which allege negligent acts or omissions of RELEASEE, unless such injury or damage arises from the sole negligence of RELEASEE.

4. Should RELEASEE be required to incur attorney's fees and costs to enforce this agreement, RELEASOR agrees to hold them harmless and indemnify RELEASEE for all such fees and costs.

5. RELEASOR certifies that RELEASOR has adequate insurance to cover any injury or damage caused by or suffered while participating in any equine-related activity, or else RELEASOR agrees to bear the costs of such injury or damage to RELEASOR. RELEASOR further certifies that RELEASOR has no medical or physical conditions which could interfere with RELEASOR'S safety in this activity, or else RELEASOR willingly assumes, and bears the cost of, all risks, known or unanticipated, that may be created, directly or indirectly, by any such condition.

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By signing this document, RELEASOR acknowledges that if anyone is hurt or property is damaged during RELEASOR'S participation in this activity, RELEASOR may be found by a court of law to have waived any right to maintain a lawsuit against RELEASEE on the basis of any claim from which RELEASOR has released RELEASEE herein.

RELEASOR has had sufficient opportunity to read this entire document. RELEASOR has read and understood, and RELEASOR agrees to be bound by its terms.

Signature of Participant/RELEASOR: _____

Print Name: _____

Date: _____

Address: _____

Phone: _____

FOR PARENT'S OR GUARDIAN'S (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by RELEASEE to participate in equine-related activities and to use RELEASEE'S equipment, land and facilities, I act as RELEASOR and agree on behalf of minor to all the terms described above in this ACKNOWLEDGEMENT OF RISK AND RELEASE.

Signature of Parent/Guardian: _____

Print Name: _____

Date: _____

Address: _____

Phone: _____