

Dynamite Performance Horses: Release of Liability Form

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20____, by and between Dynamite Performance Horses, here-in after designated STABLE, _____, here-in after designated RIDER; and, if rider is a minor, Rider's parent or guardian, _____. In return for the use, today and on all future dates of the property, facilities and services of the Stable, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property and himself.

*1.a. Rider agrees to abide by the New York State helmet law that no person less than fourteen years of age shall ride a horse unless such a person is wearing a helmet meeting or exceeding ASTM F1163 (safety equipment institute certified) equestrian standard. For purposes of this section, "certified" shall mean that the helmet's manufacturer agrees to the rules and provisions of a system that includes independent testing and quality control audits, and that each helmet manufactured by such manufacturer is permanently marked with the certifying body's registered mark or logo before such a helmet is sold or offered for sale. For the purposes of this section, wearing a helmet means having a helmet fastened securely upon the head using the manufacturer's fitting guidelines for the particular model used. Instructor will provide such a helmet for any new Rider for riding lessons if the Rider does not own one.

2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON PROPERTY AND FACILITIES 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.

3. Rider agrees to hold the Stable and all of its successors, assigns, subsidiaries, franchisees, 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, costs or expenses arising out of Rider's use of or presence upon property and facilities, 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 Instructor.

4. Rider agrees to hold the property owners and all employees and agents where Stable resides at 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, costs or expenses arising out of Rider's use of or presence upon property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.

5. Rider 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.

6. Rider agrees to indemnify and defend Stable against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arise from Rider's use of or presence upon the property and facilities.

7. Rider agrees to abide by all of the Stable's rules and regulations.

8. If Rider is using his horse for a lesson, the horse shall be free from infection, contagious or transmissible disease. STABLE reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

9. This contract is non-assignable and non-transferable and is made and entered into the State of New York, 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 Stable and Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Dynamite Performance Horses Signature

Rider or Parent/Guardian Signature

EMERGENCY CONTACT INFORMATION: Please list 2 emergency contacts:

Name: _____ Relationship: _____ Day Phone: _____

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Please list ALL allergies and medical conditions. This information MUST accompany this registration form: _____

I, _____, agree to pay ANY medical costs and give permission for the rider to be treated if the emergency contacts cannot be reached.

Photography Release: I allow my horse's and my own/my child's picture and/or video to be taken and published to the Dynamite Performance Horses' social media and/or Dynamite Performance Horses' website. No personal information will be posted.

Rider or Parent/Guardian's Signature

Date

Lesson Cancellation: 24 hour notice is required for cancellation of any lesson except under certain circumstances. If canceling with 24+ hour notice or due to inclement weather, the lesson can be rescheduled. Lessons paid ahead can be rescheduled but not refunded.