

Release of Liability

This document waives important legal rights. Read it carefully before signing. Your signature indicates you understand and agree to its terms.

This document is a release and waiver of liability, assumption of risk, and indemnity agreement.

I, _____, understand and agree that equines such as horses, ponies, donkeys and mules, are unpredictable and that being involved in or observing equine activities and services is dangerous and poses inherent high risks TO PERSONS, PROPERTY, and OTHER ANIMALS. I understand and agree that my participation in or attending or observing of equine activities, or receiving equine services is wholly voluntary and is done at my own risk. I understand that my participation in or attending or observing of equine activities, or receiving equine services involves all inherent risks associated with the dangers and conditions that are an integral part of equine activities and services, including, but not limited to:

1. The tendency of equines to behave in ways that may damage property and injure, harm or even kill people or other animals;
2. The unpredictability of equine reactions to other animals or people, sounds, sudden movements, smells and unfamiliar objects;
3. Hazards related to footing, surface and subsurface conditions and variations in terrain;
4. Collisions with other equines, persons, animals or objects;
5. The potential for other human participants to act in a negligent or unskilled manner, such as failing to maintain control over a child, equine or other animal;
6. Equines, because of their unpredictable nature and irrational behavior, regardless of their training and past performance, without warning or any apparent cause, may skid, stumble, fall, buck, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, etc.;
7. Saddles or bridles or other tack or equipment may loosen, break or fall.

I understand this is only a partial list of risks. I am not relying on Frank Alessandrini or Ann Alessandrini, or their employees, agents, or assigns to list all the inherent high risks that are part of equine activities and services.

In consideration of the privilege of participation in or attending or observing of equine activities, or receiving equine services provided by Frank Alessandrini and Ann Alessandrini, their employees, agent or assigns:

I agree that I expressly assume any and all risks of injury, death, or loss and I agree to release and promise not to sue and I agree to indemnify, hold harmless and defend Frank Alessandrini and Ann Alessandrini, their employees, agents, or assigns for or from and against any loss, damage, liability or injury however caused, **resulting directly or indirectly from my participation in or attending or observing equine activities or receiving equine services whether or not such injury or loss resulted directly or indirectly from the negligent act or omissions of Frank Alessandrini and Ann Alessandrini, their employees, agents, or assigns.**

I enter into this contract voluntarily and understand and agree that unless I sign this agreement I cannot participate in or attend or observe the equine activities or receive the equine services provided by Frank Alessandrini and Ann Alessandrini, their employees, agents, or assigns.

New York State law governs this agreement. Any action under this agreement shall be brought only in the courts of Renssealaer County, New York.

If any portion of this agreement is found invalid the balance of the agreement shall continue in full legal force and effect.

I shall pay all costs and attorney's fees from any legal proceedings that I may bring contrary to this agreement that are resolved in favor of Frank Alessandrini and Ann Alessandrini, their employees, agents, or assigns.

I agree to abide by and follow any instructions given or rules established by Frank Alessandrini and Ann Alessandrini, their employees, agents, or assigns with regard to any use of equines, equipment or equine servies provided.

I have been provided with appropriate safety information regarding helmet use.

I represent that I have no health or physical problems that will interfere with participation in or attending or observing of equine activities or receiving equine services.

I clearly understand the fairness and meaning of this agreement, and I acknowledge that I have been given the opportunity to ask any questions concerning this matter. **I have read this document before signing it. I understand and agree it is a promise not to sue and a release and waiver of liability and indemnity for all claims.**

Signature: _____

Date: _____

Name: _____

Address: _____

Telephone: _____

Additional Terms Applicable to Minors:

Minor's Parent or Guardian ("Parent"): _____

Parent has read the above Release of Liability and, on behalf of Minor, agrees to each and every provision thereof. Parent further warrants that he or she has the full authority of such other parents or guardians as Minor may have to enter into such agreement.

Parent hereby authorizes Owners to provide or procure any such emergency care as Owners deem necessary fo Minor in case of accident or other emergency, and agrees to indemnify and hold harmless Owners for the cost or any other claim associated with the providing or failure to provide emergency medical care to Minor.

Date: _____

Signature of Parent/Legal Guardian of Minor: _____