

SILVERS STABLES, L.L.C

EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT SILVERS STABLES INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR SILVERS STABLES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

To be signed by participant (Parent or Guardian if under age 18).

Name of Participant: _____ Guardian Telephone: _____

Address: _____

(Initial) _____ This Waiver and Release from all legal and civil liability is made this day _____ of 20 _____ between Equine Activity Participant (name) _____ and all Silvers Stables participants, employees, visitors, Silvers Stables Owners and any one volunteering to help at Silvers Stables or anyone boarding, barn members and or customers. This agreement protects all participants thus stated above as explained in said agreement between Participant and Silvers Stables and all said members, boarders, customers, volunteers as stated above. I hereby enter into this agreement in consideration of my ability and permission to ride or use any equine owned, leased, trained, maintained, presented by, or on trial by Silvers Stables, its boarders, clients, volunteers, owners, trainers, grooms, instructors, or any other staff

(Initial) _____ Participant understands that there are risks inherent in dealing with horses and ponies (equine activity). For example, Participant understands that some of the inherent risks including but not limited to:

- a. The propensity of an equine to behave in ways that may result in injury, death or loss of limb or brain injury to persons on or around said equines;
- b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, surrounding energy level or other animals;
- c. That there may be hazards, including but not limited to, surface of subsurface conditions;
- d. The possibility of a collision with another equine, another animal, a person or objects like trees, buildings, fences and any object in the equines reach.
- e. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to that person or another 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; or the lack of other participants not being able to maintain control over their equines actions.

(Initial) _____ By signing this form, I hereby acknowledge on behalf of myself and/or the participant that I have familiarized myself with the activities that participant will be allowed to participate in, and that I do hereby acknowledge and agree that participant will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- a. Bites, kicks, abrasions or contusions from horses.
- b. Being thrown or bucked off by horses.
- c. Scratches or other injury from stalls or enclosures.
- d. Scratches or other injury from grooming tools and other equine equipment and tack.
- e. Allergic reactions to animals, hay, or other allergens.
- f. Tripping in holes or on materials or equipment.
- g. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

(Initial) _____ Participant agrees they have full understanding of the inherent risks involved in equine activity, some of which have been described in the paragraphs above, participant agrees to waive, release and hold harmless Silvers Stables, its staff, its volunteers and property owners from all Legal and Civil liability arising from or related to participation in equine activity, furthermore any legal action taken against or pursued by signee or members of attendees or their friends or family in relationship to participating at Silvers Stables or events will also agree to pay all legal fees for Silvers Stables defense in such action.

(Initial) _____ Participant further understands the examples of the equine activity taking place on or with an equine, including but not limited to: Riding, driving, showing, competitions, fairs, trade shows, trail riding, parties, visiting, petting and any other equine activity mentioned or otherwise; Teaching, instructing, and evaluation, both the rider and equine; Routine care and feeding of the equine, including veterinary and farrier; Traveling, loading and unloading of equines, not limited to automobile or trailer accidents, including injury to equines as well as participants; Breeding activity, both natural and artificial.

(Initial) _____ I hereby specifically forever waive and release Silvers Stables and its volunteers, owners, trainers, instructors, or any other staff from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Silvers Stables, its volunteers, owners, trainers, grooms, instructors, or any other staff.

(Initial) _____ Participant agrees to authorize and pay for any Emergency Medical Care should participant need medical care.

(Initial) _____ By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Silvers Stables there will not be a nurse on the premises and Silvers Stables bears no responsibility for my health or medical care.

(Initial) _____ I agree to indemnify, save and hold harmless Silvers Stables and its volunteers, owners, trainers, grooms, instructors, or any other staff from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Silvers Stables or any acts or omissions of Silvers Stables, its volunteers, owners, trainers, grooms, instructors, or any other staff.

(Initial) _____ By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to participant's presence and/or participation in the activities at Silvers Stables without restriction, without liability to Silvers Stables, its volunteers, owners, trainers, grooms, instructors, or any other staff, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

(Initial) _____ If I am present at and participate in the activities of Silvers Stables I do so at my own risk, and I hereby acknowledge and agree that Silvers Stables or any of its volunteers, owners, trainers, grooms, instructors, or any other staff shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Silvers Stables.

(Initial) _____ **All riders and drivers must wear a helmet.**

This agreement stands in affect in perpetuity after signing this agreement.

Name of Participant: _____

Date: _____

Participant/Guardian's Signature: _____