

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release of Liability and Hold Harmless Agreement (“Agreement”, is made As of this ____ day of _____, 201__ between Alpine Farms; Trinity Farms, LLC; and CKU Corporation and their members, officers, directors, agents, employees, volunteers, and any other person or entity acting on their behalf (hereinafter referred to as “Client”).

CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN BEING ON OR AROUND HORSES. THOSE RISKS INCLUDE SERIOUS BODILY INJURY AND DEATH. CLIENT UNDERSTANDS THAT THESE RISKS ARISE FROM THE FACT THAT ANY HORSE MAY ACT UNPREDICTABLY AND THT ALL HORSES ARE CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS. CLIENT APPRECIATES THAT ALL HORSES ARE EASILY FRIGHTENED BY SOUND, MOVEMENT, UNFAMILIAR OBJECTS, ODORS, PERSONS, OTHER ANIMALS, NATURAL HAZARDS, AND ARTIFICIAL CONDITIONS AMONG OTHER THINGS AND MAY RUN, BOLT, BITE, BUCK, OR KICK WITH NO WARNING AS A RESULT. CLIENT UNDERSTANDS THAT SERIOUS BODILY INJURY, PROPERTY DAMANGE, OR DEATH MAY RESULT WHILE PETTING, FEEDING, WATERING, BRUSHING, TACKING, SADDLING, MOUNTING, DISMOUNTING, SHOEING, VETTING, RIDING, OR OTHERWISE BEING ON OR AROUND ANY HORSE.

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT HE/SHE IS AWARE OF THE INHERENT RISKS OF BEING ON OR AROUND HORSES, APPRECIATES THAT THESE RISKS INCLUDE SERIOUS BODILY INJURY, PROPERTY DAMANGE, AND DEATH, BUT VOLUNTARILY CHOOSE TO ENCOUNTER THESE RISKS ANYWAY THEREBY ASSUMING ALL RESPONSIBILITY FOR ANY INJURY, DAMAGE, OR DEATH CAUSED TO CLIENT AS A RESULT OF BEING ON OR AROUND HORSES.

In consideration for Owner’s equine services and participating in – or observation of – its equine activities including but not limited to horse boarding, riding, trail riding, training, riding instruction, carriage rides, shows, and competitions, Client hereby voluntarily releases, waives, and forever discharges Owner of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to Owner’s equine related services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act of omission of Owner (i.e. Client releases Owner from liability for damages caused by Owner’s negligent acts or emissions only). Client further agrees to indemnify Owner for, and hold Owner harmless from, all judgments, claims, demands, attorney fees, and costs arising from any such action.

ALL INDIVIDUALS UNDER THE AGE OF 18 AND ALL VULNERABLE ADULTS MUST WEAR A HELMET AT ALL TIMES. AN ASTM/SEI APPROVED RIDING HELMET IS REQUIRED. It is recommended that all Client's of all ages use an ASTM/SEI approved riding helmet if he/she chooses to participate in Owner's equine services. If Client is over the age of 18 and chooses not to wear an ASTM/SEI approved riding helmet, Client agrees that he/she will hold Owner harmless from all liability for damages arising from Owner's equine services so long as such damages are no caused by an intentional, willful, or wanton act or omission of Owner.

This release I given on behalf of Client, Client's spouse, Client's legal representatives , administrators, executors, heirs, and assigns, and in the case of any child or children of Client's on behalf of them, their legal representatives, administrators, executors, heirs, and assigns. If this release is given on behalf of the vulnerable adult under Client's care, Client represents that he/she has full authority to execute such release on behalf of the vulnerable adult. This release is an ongoing release that does not expire and remains in effect until Client has revoked it in a writing provided to Owner.

CLIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE, UNDERSTANDS THAT HE/SHE IS KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH BEIN ON OR AROUND HORSES INCLUDING SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND RELEASES OWNER FROM ALL LIABILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM OWNER'S NEGLIGENCE AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM THE SAME.

Client Signature

Client/Minor Signature

Print Name

Print Name

Address

Address

Home Phone Number

Phone Number

Cell / Work Phone Number

Email Address: (please print clearly)

Date: _____

Date: _____