

LESSON, HORSE RENTAL, AND ARENA USE RELEASE

WITNESS THIS RELEASE dated this _____ day of _____, 20____, by and between Livery Training Stable, hereinafter referred to as Management, and _____, hereinafter referred to as User, and, if User is a minor, User's parent or guardian, _____ . For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. USER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM USER'S USE OF THE PREMISES OR PRESENCE UPON THE PROPERTY AS ABOVE-DESCRIBED AND THE FACILITIES INCLUDED THEREON, INCLUDING, BUT NOT LIMITED TO, RISKS OF DEATH, BODILY INJURY, PROPERTY DAMAGE, FALLS, KICKS, BITES, COLLISIONS WITH VEHICLES, OTHER HORSES, OR STATIONARY OBJECTS, FIRE, EXPLOSION, LIMITED EMERGENCY MEDICAL CARE AVAILABILITY, OR THE NEGLIGENCE OR DELIBERATE ACT OF ANY OTHER PERSON. User acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, rear, stumble, bolt or general unpredictability. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Management's rules and regulations which, shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefor and warrants a full and fair disclosure of User's abilities has been made to Management.

WARNING-All Activities involving HORSES, donkeys, mules or ponies have inherent risks for Participants. New Mexico State Law protects operators, owners, trainers, promoters and others from liability for injuries which are the result of an equine animal's behavior. USE THESE FACILITIES AND/OR RIDE AT YOUR OWN RISK.

Helmet Warning: All riders must wear an appropriate safety helmet designed for Equine Activities. Management shall not be held liable for death or injury to any participant failing to wear proper protective head gear.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST, AND HOLD HARMLESS FROM, ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER ACTUALLY INCURRED OR NOT, WHICH

MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.

4. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises if same does not appear to Management to be in good health, or is deemed dangerous or undesirable.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

6. User agrees to waive the protection of any applicable statutes in this 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 said release.

Management

User

Parent or Guardian if User is A Minor