

LIABILITY RELEASE FORM

Release, Hold Harmless and Indemnification Agreement for Equine Activity

I, _____, the undersigned (“Participant”) or Parent/Guardian if Participant is under the age of eighteen (18) or under legal guardianship, have read, understand and voluntarily enter into the Liability Release to participate in Equine Activity on behalf of myself and my heirs, ancestors, representatives and assigns, in favor of Donna Meline, Jeff Carpenter, Marirose Berner and Mel-O-Dee Stables Inc and any other instructors and their heirs, representatives and agents (the “Operators”).

In consideration for the privilege of using Operators’ property (13151 Elmcrest Avenue North, White Bear Lake, Minnesota, 55110), property facilities, horses, tack, equipment or services at, today and at anytime in the future, only as expressly permitted by Operators, I agree, represent and warrant as follows:

SECTION 1: EXPERIENCE:

I am experienced in riding and/or handling horses (“Equine Activities”). I am able to evaluate the safety of tack, equipment, and horses, and do determine my ability to participate in Equine Activities. I will not participate in Equine Activities unless I decide that I can safely do so, and I will not rely on the Operators in making such decisions.

SECTION 2: RISKS INVOLVED:

I understand the inherent risk involved in Equine Activities, which may include, among other risks:
the propensity of horses to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting or bucking,
the unpredictability of horses’ reactions to things like sound, sudden movement, unfamiliar objects, persons, or other animals,
collisions with other livestock or objects.

With full awareness of these and potential other dangers in Equine Activities, **I choose to participate in Equine Activities and fully assume all risks involved.**

SECTION 3: HELMETS:

I am aware that wearing a helmet during Equine Activities may prevent or reduce the likelihood of head injuries or death. It is my sole responsibility (or, if Participant is a minor, of the undersigned Parent/Guardian) to wear a helmet at all times during Equine Activities, and if I choose to not wear a helmet during Equine Activities, I assume all risks and acknowledge the increased dangers resulting from my choice.

I have read and agree to Section 3: Helmets regarding helmet use. Initial: _____

SECTION 4: RELEASE OF LIABILITY AND INDEMNIFICATION:

I hereby release and agree to indemnify and hold the Operators harmless from all liability, loss, damage, costs, claims, cause of action, judgments or settlements, including but not limited to those based on injuries to me, my horse or my personal property and equipment, directly or indirectly arising from or related to me, my horse’s(s’), or my guests’ use of, proximity to, or presence upon the Operators’ horses, property, facilities, machinery, equipment, or services, including but not limited to injuries to myself or my horse(s), damage to my personal property and equipment, and death, unless resulting from the Operators’ willful, wanton or grossly

negligent conduct. **I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE THE OPERATORS BY SIGNING THIS AGREEMENT.**

SECTION 5: SCOPE:

This Agreement applies to all activities in which I am present upon the Operators' property, in which I handle, work around, or ride horses on the Operators' property, or in which the Operators handle or work with my horse, and this Agreement will remain valid until revoked by me in writing delivered to and received by the Operators.

SECTION 6: SEVERABILITY:

The Terms of this Agreement are intended to be as broad and inclusive as permitted by law and if any portion is held invalid, the balance of the Agreement shall, notwithstanding, continue in full force and effect.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT BY SIGNING; I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY OWN RIGHT TO SUE, AS WELL AS THE RIGHTS OF MY RELATIVES AND OTHERS. I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND I INTEND THIS TO BE A COMPLETE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

Printed Print Name of Participant

Date of Birth

Street Address of Participant

Home Phone Number

City, State and Zip

Cell Phone Number

Signature of Participant

Date

Signature Consent and Agreement of Parent/Guardian
(If participant is under the age of eighteen.)

Date

EMERGENCY CONTACT PERSON

PHONE NUMBER
