

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release of Liability and Hold Harmless Agreement (“Agreement”), is made as of this _____ day of _____, 2____ between JSL Equestrian, LLC and its members, officers, directors, agents, employees, volunteers, and any other person or entity acting on its behalf (hereinafter referred to collectively as “Owner”) and the person(s) executing this document (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 THAT 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 DAMAGE, 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 DAMAGE, AND DEATH, BUT VOLUNTARILY CHOOSES 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, and trail riding, Client hereby 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 or omission of Owner (*i.e.* Client releases Owner from liability for damages caused by Owner’s negligent acts or omissions 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.

This release is 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. 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 BEING 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.

Date: _____

Client Signature

Print Client Name

Address

Telephone Number

Date: _____

Client/Minor Signature

Print Client/Minor Name

Address

Telephone Number