



EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT
WILLSWAY EQUESTRIAN CENTER LLC

In consideration of access to and use of WillsWay Equestrian Center, LLC's stable, paddock, pastures and all other areas on the premises located at 120 Conklingown Road, Goshen, New York 10924 ("Premises") today and on all future dates, the undersigned, _____ a rider, guest, trainer, or instructor ("Rider") at WillsWay Equestrian Center, LLC, and, if Rider is under the age of eighteen (18) years old, _____, the parents/legal guardians of Rider ("Parents/Legal Guardian"), acknowledge and agree as follows:

1. Rider and, if applicable, his/her Parents/Legal Guardians, acknowledge that there are certain significant risks inherent in riding horses, engaging in other equine activities and by Rider's presence on the Premises and knowingly assume and accept such risks, including without limitation the risks of death, bodily injury, property damage, falls, kicks bites, collisions and vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency services, or the negligence or deliberate act of another person on the Premises;
2. Rider and, if applicable, his/her Parents/Legal Guardians, waive, release and forever discharge any and all rights and claims for damages or injury to the Rider's person or property arising out of the performance or failure of performance of WillsWay Equestrian Center and Rider's presence and/or activities at the Premises;
3. Rider and, if applicable, his/her Parents/Legal Guardians, acknowledge and agree that WillsWay Equestrian Center is not an insurer of the Rider's actions, and that WillsWay Equestrian Center does not assume any liability for personal illness, injury or property damage to the Rider or Rider's horse arising out of the presence and/or activities of Rider or Rider's horse at the Premises;
4. Rider and, if applicable, his/her Parents/Legal Guardians, agree to indemnify, defend and hold harmless WillsWay Equestrian Center, its employees, successors, assigns, officers, members and directors from any and all claims relating to or which may be asserted by or on behalf of the Rider arising from his/her presence and/or activities on the Premises, including attorneys' fees, damages, judgments, and other costs or expenses relating in any way to such claims.

5. Rider agrees to abide by all Stable Rules, receipt of which is hereby expressly acknowledged by Rider and, if applicable, his/her Parents/Legal Guardians. The undersigned certify that to the best of their knowledge the Rider and, if applicable, Rider's horse are in good physical condition and have no disease or injury that would impair his/her/its participation in equine activities or safety of his/her/it or others on the Premises. The undersigned certify that the Rider is at least 18 years of age, or if not 18 years of age, has the express permission of his/her Parents/Legal Guardians to participate in equine and other activities on the Premises and to execute this document.

This Agreement shall be construed and interpreted pursuant to the laws of the State of New York, and any disputes arising hereunder shall be resolved before a court of competent jurisdiction in Orange County, New York.

6. If Rider is an instructor, or trainer* using the arena area for instruction or training purposes, they agree to carry a liability insurance certificate for all visits in the amount of minimum \$1,000,000.00 coverage with WillsWay Equestrian Center, LLC listed on a separate certificate. It is understood that it is their responsibility for all fees associated with carrying this liability coverage and at any time, they have a lapse of coverage or choose to not carry insurance while using the arena, or any of the premises at WillsWay Equestrian Center, it is of no fault of WillsWay if they are injured by a horse, rider, at any time during their visit to the property. It is also understood that any injury to a student or horse during instruction or training by said rider, also known as the "trainer" or "instructor" is the responsibility only to the instructor and rider.

7. In addition, the undersigned also acknowledges, that at no time is TRAIL RIDING covered under any liability insurance of WillsWay Equestrian Center, or any individual party that owns any horse that is being used for TRAIL RIDING. All trail riding is acknowledged, at the rider's own risk and liability and holds harmless WillsWay Equestrian Center, LLC and its owners, boarders and any private property owners of where any trail crosses or covers any private or public property. Any injuries or death on a trail ride, are considered the total responsibility of the rider for any costs related to the injury or death to the person. Any injury or death is the responsibility of the owner and every horse owner is advised to obtain accidental and/or mortality insurance on their horse or horses for such reasons.

*If Trainer or instructor is under the age of 18 years of age, the instruction is considered an apprenticeship and will fall under the policy of the stable at which the rider/trainer is teaching.

Rider's Signature

Print Rider's Name

Rider's Mailing Address

Rider's Email Address

Rider's Home / Mobile #

Rider's Date of Birth

Date

Signature of Parent/Legal Guardian
(if rider is under the age of 18)

Emergency Contact Name

Emergency Contact Phone Number

Date