



**EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT**  
**WILLSWAY EQUESTRIAN CENTER LLC**

***Read this agreement carefully before signing it. Your signature indicates you understand it and agree on its terms. By signing this agreement, you and your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages, for any reason, including but not limited to, the negligence of the stable, it's owners, employees and agents ("THE RELEASEES").***

I, \_\_\_\_\_ [Print First and Last Name] on behalf of myself  
(and my minor child) \_\_\_\_\_ [Print Child's Name] I/we reside at  
\_\_\_\_\_ in (City) \_\_\_\_\_  
(State) \_\_\_\_\_, (Zip) \_\_\_\_\_. In consideration for allowing me (or my minor child) to handle  
and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-  
of-kin, spouses and assigns, I HEREBY:

**1. Acknowledge that a horse, without warning or any apparent cause**, may buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

**2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

**3. Voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment and gear provided to me by WillsWay Equestrian Center, hereinafter referred to as the Stable.

**4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

**5. Release the Releasees from any claim** that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

**6. INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions by owners, other employees or agents. 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.

**7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of New York** and is intended to be as broad and inclusive as is permitted by New York Law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

**8. Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, or owners for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

**9. State that** I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding. *For woman:* I state that I am not pregnant and am capable of riding.

**10. IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.**

**11** 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.

**12.** If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

**I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the stable, It's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.**

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Date

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Signature

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Phone #

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Email