## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

## READ CAREFULLY BEFORE SIGNING

I accept for use as is the animal listed on this form and accept full responsibility for its care while it is in my possession. I agree to hold harmless Yokum's Seneca Rocks Stables and its owners, agents and employees for any loss or damage related to the use of Yokum's Seneca Rocks Stables animals.

I understand and am aware that horseback riding is a hazardous activity. I understand that the above activity and the use of horses involves a risk of injury to any and all parts of my body, or death. I hereby agree to freely and expressly assume and accept any and all risks of injury or death from the use of this animal while participating in this activity.(initial\_\_\_)

I understand that it is not possible to predict every situation and condition of the terrain a horse will be ridden on; therefore, it is impossible to guarantee that the horse I am riding will react safely in all riding situations.

I realize that it is mandatory that I wear a helmet at all times while horseback riding, (WAIVER BELOW) and that I obey all directions and instructions of the Yokum's Seneca Rocks Stables staff.

I therefore release and agree to hold harmless and indemnify Yokum's Seneca Rocks Stables, its owners, agents and employees and its insurance carrier from any and all claims, actions or damages without any limitation whatsoever, whether consisting of personal injury, property damage or death, that do or result in any way from my participation in this activity, whether such injuries of any kind or nature are caused by their negligence (passive or active) or not including negligence in selection, adjustment of any maintenance or any horse, assuming for myself and all responsibilities and liability for same and I will not sue. (initial\_\_\_\_\_)

I understand that this is a contract that limits my legal right and that it is binding upon me, my heirs, and legal representatives. (initial\_\_\_\_\_)

I, the undersigned, have read and understood the release agreement above.

PRINT NAME:\_\_\_\_\_

STREET:\_\_\_\_\_CITY/STATE\_\_\_\_

SIGNATURE:\_\_\_\_\_DATE:\_\_\_\_\_

Parent's signature (if user is a minor)\_\_\_\_\_

Witness:

I, undersigned, recognize the dangers inherent with horseback riding. I am assuming the hazard of this risk upon myself since I wish to ride horses. I realize I am subject to injury from this activity and that no form of pre-planning can remove all of the danger that I am exposing myself to. I have been offered a protective riding helmet, which could have prevented permanent brain damage in the event of an accident. Against the advice of the stable operator, the wrangler guide, and the insurance company, I am refusing this critical safety precaution.

"I have read and understand the above wavier."

Customer signature:\_\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_Date:\_\_\_Date:\_\_\_\_Date:\_\_\_\_Date:\_\_\_\_\_\_Date:\_\_\_\_\_AA