



WAIVER AND RELEASE, ASSUMPTION OF RISK AND AUTHORIZATION

In consideration of my being permitted to rent a horse from and/or to take riding lessons from **Rockmount Equestrian Corp.**, 825 Churchland Court, Saugerties, NY (referred to as "Equestrian Activities" in this agreement), I agree:

1. I understand the nature/dangers of the Equestrian Activities and believe that I am qualified to participate in such Equestrian Activities. I further acknowledge that I am aware the Equestrian Activities will be conducted in facilities open to the public during the Equestrian Activities. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Equestrian Activities.

2. I FULLY UNDERSTAND that: (a) the Equestrian Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Equestrian Activities, the condition in which the Equestrian Activities take place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in the Equestrian Activities.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS ROCKMOUNT EQUESTRIAN CORP. AND THE OWNER OF THE PREMISES their directors, agents, officers, and employees and other participants (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

4. IF I AM INJURED I AUTHORIZE the employees or agents of Rockmount Equestrian Corp. to provide emergency care for any injury requiring (in their opinion) such treatment and I agree to be responsible to pay the full costs of such treatment whether or not the costs are covered by my medical insurance.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARENTAL CONSENT, INDEMNIFICATION AGREEMENT AND AUTHORIZATION

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "Equestrian Activities". I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost any Releasees may incur as the result of any such claim. If I cannot be reached during an emergency involving the minor, I agree that Rockmount Equestrian Corp., its agents or employees may use their best judgment in coping with such an emergency and I agree to pay and to hold Rockmount Equestrian Corp. harmless from all resulting financial responsibilities.

Rider's Signature: _____ Date: _____

Rider Print Name: _____

If under 18:

Guardian Signature: _____ Date: _____

Guardian Print name: _____

Emergency Contact _____ Phone: _____