



Whispering Winds Equestrian Facility, LLC & Whisperwinds LLC

Release and Waiver of Liability, Assumption of risk, and Indemnity Agreement

Read this agreement carefully before signing it. Your signature indicates you understand it and agree to 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 (Whispering Winds Equestrian Facility, LLC), its owner, officers, trainers, employees and agents. ("The Releasees")

I, _____ on behalf of myself (and my minor child) _____

(Print first and last name)

(Print child's name)

I reside at _____ in _____

(street address)

(city)

(state) (zip code)

In consideration for following me (or my minor child) to handle and ride a horse or other equine animal 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 or other equine animal may, without warning or any apparent cause, 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 the danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Whispering Winds Equestrian Facility, LLC, 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 it's owners, officers, employees and trainers (hereinafter the" Releasees") , for any loss, liability, damages, or cost whatsoever arising out of or related any loss, damage, or injury(including death) to my person or property.

5. Release the Releasees from any claim, liability, lawsuits and/or actions whatsoever including but not limited to any assertion 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, officers, instructors, trainers, and 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 or any equipment of gear provided therewith or any acts of omissions of wranglers, employees, agents and/or other persons of entities.
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 (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, trainers, guides or wranglers for any injury or damage in breach of this contract, the undersigned will be liable for and shall pay all attorney fees and costs incurred by the stable in defending such an action.
9. State that I am not pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.
10. It is recommended that my child and all riders wear a protective helmet. It is my express understanding that a protective helmet is available and has been offered for my own or my child's safety by the stable.

I (If over 18) decline to wear a helmet (please initial here):_____

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

I have read this entire Release and Liability Document. I understand it is a promise and covenant not to sue and to release the stable, it's owners, employees and agents including but not limited to Whispering Winds Equestrian Facility, LLC and Whisperwinds LLC, for all claims and/or lawsuits. I have made a free and deliberate choice to sign this Release and Waiver as a condition to liability is worth the pleasure of horseback riding experience.

(Date)

(Rider/Guardian)