

HORSE RESCUE UNITED, INC.

P.O. Box 308
Newport, NJ 08345

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

“The Terms “I”(,) “Me”(,)”My” shall herein referred to the Signer and parents/or legal guardian there of if a minor.” HRU shall herein be referred to Horse Rescue United.

WHEREAS, I understand and acknowledge that activities involving horses (“Equine Activities”), including, but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, visiting, otherwise being in the physical proximity of horses is a dangerous activity, which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity, as well as to the person or property of others; No horse is a completely safe horse, Horse Rescue United is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular and natural and man/made changes in landscape.

WHEREAS, I understand and recognize and warrant that this Release Waiver of Liability and Indemnity Agreement (“Release”) is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity, whatsoever, involving horses, including death, personal injury and/or damage to property. Horse Rescue United does not guarantee your safety.

WHEREAS, I recognize and agree that the equine professional(s) at Horse Rescue United has/have made reasonable and prudent efforts to determine my ability to engage in the “Equine Activity,” and has/have sufficient knowledge of my equine and horseback riding skills as for me to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my Equine Activities.

NOW THEREFORE, in consideration of being granted access and/or use of the facilities of Horse Rescue United and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

1. Assumption of the Risk.

(a) I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including, but not limited to, those matters set forth in the above recitals) and damage to or destruction of my property or the property of others, caused by my engaging in any Equine Activities either on the premises of Horse Rescue United or elsewhere while working with Horse Rescue United. My responsibility includes, but is not limited to, payment of (i) medical costs for myself and others that I may have injured (ii) costs to replace my own property or the property of others that I may have lost, destroyed, or damaged, and (iii) damages for others non-medical and non-property items such as pain and suffering and lost wages, etc.

2. Release, Waiver of Liability, and Discharge of Claims.

(a) I hereby release, waive, and discharge any and all claims that I may now or in the future have for damages against Horse Rescue United including its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Licensees, Employees, Officers, Directors, or Agents and the respective affiliated entities or persons of any one or more of them, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damage to my property or that of others attributable to my engaging in Equine Activities, or my presence on HRU premises.

(b) I acknowledge that Horse Rescue United requires me to wear AHSA approved headgear with a chin strap while jumping and requires me to wear a safety helmet while riding. I understand and acknowledge that the risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive, and discharge Horse Rescue United including its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Licensees, Employees, Officers, Directors, or Agents and the respective affiliated entities or persons of any one or more of them, against any and all claims that I may now or in the future have for damages resulting from my failure to wear headgear while riding either on Horse Rescue United premises, an offsite facility, or park.

(c) This release is intended to release, waive and discharge, in advance, Horse Rescue United together with its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Employees, Officers, Directors, and their respective affiliates or persons of any one or more of them, from and against any liability arising out of or connected in any way with my or my guests or invitees engaging in any Equine Activities on the Horse Rescue United premises or in any

activity in which an Horse Rescue United representative is required to attend on my behalf, and/or my or my guests or invitees presence on the Horse Rescue United premises, even though such liability may be attributable, in full or in part, to the negligence, recklessness or misconduct of one or more of such persons or entities.

(d) Medical Authority. I, _____ (participant, or if minor, parents/guardians) hereby grant permission and authority to Horse Rescue United and its Officers to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency.

I hereby covenant and agree to release Horse Rescue United and its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Employees, Officers, Directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above. I will be responsible for all medical expenses, Horse Rescue United and its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Employees, Officers, Directors, or Agents and their respective affiliates, or persons of any one or more of them, I hereby release of any medical expenses.

(e) In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the Horse Rescue United facilities, I promise not to sue or demand any money or anything else of value from Horse Rescue United including any of its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Employees, Officers, Directors, or Agents and their respective affiliates or persons of any one or more of them.

3) **Indemnification.**

I agree to completely indemnify and hold harmless Horse Rescue United, including any of its Land Owners, Rescue Owner, Occupants, Tenants, Subtenants, Employees, Officers, Directors, or Agents and their respective affiliates or persona of any one or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

4) **Binding Nature of Agreement.**

I agree that this Agreement shall be binding on my personal representatives, heirs and assigns.

5) **Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the internal substantive laws of the State of New Jersey, without regard to the choice of law rules thereof. I hereby submit to the in persona jurisdiction of the State of New Jersey. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Monmouth County, New Jersey.

6) **Severability.**

In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required shall be modified to preserve their validity.

7) Signer Statement of Awareness.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

_____ Date: _____

SIGNATURE OF: (check all that apply) (Parent/Guardian must sign for rider age 17 & under).

Visitor

Volunteer

Rider

Trainer

Director

Other: _____

_____ for _____

SIGNATURE OF PARENT or GUARDIAN (Please Print)

DATE: _____

Full Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

