



Hidden Charm Dressage
Alexandra Tomson
40 Sands Lane
Circleville, NY 10919

EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT HIDDEN CHARM DRESSAGE

In consideration of access to and use of Hidden Charm stable, paddock, pastures and all other areas on the premises located at 40 Sands Lane Circleville, NY 10919 (“Premises”) today and on all future dates, the undersigned, a rider, guest, trainer, or instructor (“Rider”) Hidden Charm Dressage, and, if Rider is under the age of eighteen (18) years old,

_____, the parents/legal guardians of Rider (“Parents/Legal Guardian”), acknowledge and agree as follows:

1. Rider and, if applicable, his/her Parents/Legal Guardians, acknowledge that there are certain significant risks inherent in riding horses, engaging in other equine activities and by Rider’s presence on the Premises and knowingly assume and accept such risks, including without limitation the risks of death, bodily injury, property damage, falls, kicks bites, collisions and vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency services, or the negligence or deliberate act of another person on the Premises;
2. Rider and, if applicable, his/her Parents/Legal Guardians, waive, release and forever discharge any and all rights and claims for damages or injury to the Rider’s person or property arising out of the performance or failure of performance of Hidden Charm Dressage and Rider’s presence and/or activities at the Premises;
3. Rider and, if applicable, his/her Parents/Legal Guardians, acknowledge and agree that Hidden Charm Dressage is not an insurer of the Rider’s actions, and that Hidden Charm Dressage does not assume any liability for personal illness, injury or property damage to the Rider or Rider’s horse arising out of the presence and/or activities of Rider or Rider’s horse at the Premises;
4. Rider and, if applicable, his/her Parents/Legal Guardians, agree to indemnify, defend and hold harmless Hidden Charm Dressage, 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.

1 5. Rider agrees to abide by all Stable Rules, receipt of which is hereby expressly acknowledged by Rider and, if applicable, his/her Parents/Legal Guardians. The undersigned certify that to the best of their knowledge the Rider and, if applicable, Rider's horse are in good physical condition and have no disease or injury that would impair his/her/its participation in equine activities or safety of his/her/it or others on the Premises. The undersigned certify that the Rider is at least 18 years of age, or if not 18 years of age, has the express permission of his/her Parents/Legal Guardians to participate in equine and other activities on the Premises and to execute this document. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York, and any disputes arising hereunder shall be resolved before a court of competent jurisdiction in Orange County, New York.

_____ Rider's Signature

Print Rider's Name

_____ Rider's Mailing Address

_____ Rider's Email Address

_____ Rider's Date Of Birth

_____ Signature of Parent/Legal Guardian (if rider is under the age of 18)

_____ Emergency Contact Name

_____ Emergency Contact Phone Number

_____ Rider's Home / Mobile #

_____ Date