

RELEASE OF LIABILITY

This document waives important legal rights. Read it carefully before signing. Your signature indicates you understand and agree to its terms.

This document is a release and waiver of liability, assumption of risk, and indemnity agreement.

I, _____, **understand** and **agree** that equines such as horses, ponies, donkeys and mules, are unpredictable and that access to equine facilities or activities is dangerous and poses inherent high risks TO PERSONS, PROPERTY, and OTHER ANIMALS. I understand and agree that access to equine facilities or activities is wholly voluntary and is done at my own risk. I understand and agree that my access to equine facilities or activities involves all inherent risks associated with the dangers and conditions that are an integral part of equine facilities and activities, including, but not limited to:

1. The tendency of equines to behave in ways that may damage property and injure, harm or even kill people or other animals;
2. The unpredictability of equine reactions to other animals or people, sounds, sudden movements, smells, and unfamiliar objects;
3. Hazards related to footing, surface and subsurface conditions and variations in terrain;
4. Hazards relating to features of trails including but not limited to bridges, tree trunks and branches, vehicle barriers, and gates;
5. Collisions with other equines, persons, animals or objects;
6. The potential for other human participants to act in a negligent or unskilled manner, such as failing to maintain control over a child, equine or other animal or over a vehicle, equipment or tools;
7. Equines, because of their unpredictable nature and irrational behavior, regardless of their training and past performance, without warning or any apparent cause, may skid, stumble, fall, buck, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, etc.
8. Saddles or bridles or other tack or equipment may loosen, break or fall.

I understand this is only a partial list of risks. I am not relying on Country Trailblazers its members, officers, volunteers, employees, agents, or assigns to list all the inherent high risks that are part of equine activities and services.

I understand that the Lands of the Luther Forest Corporation are utilized for timber harvesting, wildlife management and non motorized recreation. These activities are done without notice or delineation. I accept the inherent risks associated with the use of Luther Forest lands in conjunction with the above named activities.

In consideration of the privilege of participation in or attending or observing of equine activities, or receiving equine services provided by Country Trailblazers its members, officers, volunteers, employees, agents or assigns:

I agree that I expressly assume any and all risks of injury, death, or loss and I agree to release and promise not to sue and I agree to indemnify, hold harmless and defend Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns for or from and against any loss, damage, liability or injury **however caused, resulting directly or indirectly from my participation in or attending or observing equine activities or receiving equine services whether or not such injury or loss resulted directly or indirectly from the negligent acts or omissions of** Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns.

I enter into this contract voluntarily and understand and agree that unless I sign this agreement I cannot participate in or attend or observe the equine activities or receive the equine services provided by Country Trailblazers its members, officers, volunteers, employees, agents, or assigns.

New York State law governs this agreement. Any action under this agreement shall be brought only in the courts of Saratoga County, New York.

If any portion of this agreement is found invalid the balance of the agreement shall continue in full legal force and effect.

I shall pay all costs and attorney's fees from any legal proceedings that I may bring contrary to this agreement that are resolved in favor of Country Trailblazers Stillwater Equestrian Chapter, its members, officers, volunteers, their employees, agents, or assigns.

I agree to abide by and follow any instructions given or rules established by Country Trailblazers its members, officers, volunteers, employees, agents, or assigns with regard to any use of equines, equipment or equine services provided.

I have been advised that I must wear a ASTM approved and SEI certified protective helmet to the extent required by New York Law while participating in the equine activities or having access to equine facilities provided by Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns.

I have been provided with appropriate safety information regarding helmet use.

I represent that I have no health or physical problems that will interfere with involvement in equine activities or access to equine facilities.

I clearly understand the fairness and meaning of this agreement. I acknowledge that I have been given sufficient time and opportunity to read this document and to ask any questions concerning this matter.

I have read this document before signing it. I understand and agree it is a promise not to sue and a release and waiver of liability and indemnity for all claims.

Date _____

Name _____

Address _____

Telephone _____

Signature _____

Date _____

_____ for
The Country Trailblazers Inc., Stillwater Equestrian Chapter
Stillwater, New York 12170
518-____-_____