

RELEASE OF LIABILITY FOR MINOR AND PARENTAL CONSENT

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.

We, the minor child and authorized parent or legal guardian, **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. We understand and agree that the minor child's access to equine facilities or activities is wholly voluntary and is done at the minor child's own risk. We understand and agree that the minor child's 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 related 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.

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

In consideration of the minor child receiving the privilege of access to equine facilities or activities provided by Country Trailblazers, its members, officers, volunteers, employees, agents or assigns:

We agree that we expressly assume any and all risks of injury, death, or loss and we agree to release and promise not to sue and we 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 the minor child's access to equine facilities or activities whether or not such injury or loss resulted directly or indirectly from the acts or omissions of** Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns.

We enter into this contract voluntarily and understand and agree that unless we sign this agreement the minor child cannot have access to equine facilities or activities provided by Country Trailblazers, its members, officers, volunteers, their employees, agents, or assigns.

New York State law governs this agreement without regard to conflict of law principles. 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.

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

We 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 facilities.

The minor child has been advised that she or he must wear a ASTM approved and SEI certified protective helmet while mounting, riding and dismounting any equine while involved in equine activities or having access to equine facilities provided by Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns.

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

We represent that the minor child has no health or physical problems that will interfere with involvement in equine activities or access to equine facilities.

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

As the authorized parent or guardian of a minor child participant, attendee, observer or recipient, I CONSENT to the child's access to equine facilities or activities and AGREE to all of the foregoing provisions and AGREE to assume all of the obligations of this agreement on the child's behalf. I further release Country Trailblazers, its members, officers, volunteers, employees, agents, or assigns from all claims that I as an individual or as authorized parent or legal guardian for the minor's benefit or that the subrogee of ourselves and the minor might have.

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

Date _____

Signature (minor child)

Signature (for myself and as guardian or parent)

Full Names _____

Address _____

Phone _____

Minor's birth date _____

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