

Hillside HOPE Thru Hooves
RELEASE And WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF HILLSIDE HOPE THRU HOOVES, ITS OWNERS, EMPLOYEES, TRAINERS, MENTORS, VOLUNTEERS AND AGENTS (EACH SUCH PARTY IS COLLECTIVELY REFERED TO HEREIN AS "HILLSIDE HOPE").

I, _____ (hereinafter the "Undersigned") reside at (Street Address) _____, in (City) _____, (State, Zip) _____ (Phone) _____. In consideration for allowing me to handle and ride a horse And on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouse and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledges that a horse may, without warning or apparent cause, buck, strike, 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 to the Undersigned or any person within close proximity of a horse.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE 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 in or past performance.
3. Voluntarily assumes the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of Hillside Hope or the failure to wear a protective helmet when riding or handling a horse, and use of saddles, bridles, equipment and gear provided by Hillside Hope .
4. **RELEASES, DISCHARGES, AND PROMISES NOT TO SUE** Hillside Hope for any loss, damage, injury (including death) or cost to me or my child arising out of the handling or riding of a horse or being in a close proximity to a horse or on the premises of Hillside Hope or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment, and gear provided by Hillside Hope Thru Hooves.
5. Releases Hillside Hope from any claims that such persons or entity were negligent in connection with mine or my child's riding horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustments of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Hillside Hope or being on the premises of Hillside Hope, which resulted in loss, damage, injury, or death.
6. **INDEMNIFIES, SAVES, AND HOLDS HARMLESS** Hillside Hope from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either mine or my child's handling or riding the horse being in close proximity to a horse or on the premises of therewith from or contributed to by mine or my child's own negligence.
7. Agrees to abide by and follow any instructions given or rules established by Hillside Hope or any of its owners, employees, guides, mentors, volunteers or trainers with regard to mine or my child's riding or handling of a horse or being in close proximity to a horse or on the premises of the stables or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
8. Voluntarily releases Hillside Hope, its owners, employees, trainers, mentors, volunteers and agents from all liability for claims arising out of the matters set forth herein, understanding that the word "claims" includes all actions, claims, and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising, out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.
9. Expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Minnesota and is intended to be as broad and inclusive as is permitted by Minnesota law, and that in the event of any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
10. Acknowledges that this document is a contract and agrees that if a lawsuit is filed against Hillside Hope or its owners, agents, employees, guides, trainers, mentors or volunteers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and cost incurred by any such party in defending such an action.

I have read this document. I understand it is a promise not to sue and to release and indemnify Hillside Hope, it's owners, employees, trainers, agents, mentors, and volunteers for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Hillside Hope allowing me or my child to ride or handle a horse. I have concluded that the risk involved and the Release and Waiver of Liability is worth the pleasure of the horseback riding and handling a horse experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

Signature

Date

Minor Signature