



PAINTED BAR STABLES
4093 Lake Street
Burdett, NY 14818
paintedbarstables@gmail.com
www.paintedbarstables.com
607-216-8141

WAIVER OF LIABILITY & HOLD HARMLESS

In consideration of being permitted to participate in activities and to receive access to the stables, horse care, or horseback ride at the Painted Bar Stables, located at 4093 Lake Street in Burdett, NY, as well as the premises of property owners which the Painted Bar Stables may use for riding and instruction, including but not limited to property owned by the Arcangeli Farm, the Bower Farm, the Newell Farm and property owned and/or managed by United States Department of Agriculture Forest Service c/o Finger Lakes National Forest, the participant, or in the case of a minor participant the parent(s) or legal guardian(s) will instruct the minor participant, will:

1. Agree that he/she should listen to and will be expected to follow all instructions and warnings given by staff of Painted Bar Stables.
2. Forever release, waive, discharge and covenant not to sue Painted Bar Stables, its officers, directors, agents or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessees and lessors of the premises used to conduct such operations, all of which are hereinafter referred to as "releasees" from liability to each of the rider, his/her heirs and next of kin for claims demands, losses or damages **on account of injury, including death or property damage caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.** If an incident does arise, the Painted Bar Stables must be informed within 72 hours of the damage, loss or injury.
4. Agree that prior to participating, that prior to participating, he/she should inspect the facilities, equipment and animals to be used, and if the participant believes anything is unsafe, or has any concerns about a particular facility, equipment or animal, he/she should immediately advise staff of Painted Bar Stables of such conditions and refuse to participate.
5. Acknowledge and fully understand that each participant will be engaging in activities that involve inherent risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others, the actions of animals which are impossible to predict or control, dangerous wild animals, insect bites, or hazardous plant life. These possible injuries include but are not limited to: bites, scratches, knock downs, slips, falls, fractured bones, concussions, contusions, dislocated joints and dismemberment resulting from mounting, riding, dismounting, grooming, feeding, use of horse barn, paddock, trails or horse ring, in any capacity; falling off a horse whether horse is bucking, rearing, spooked, moving or stopping suddenly; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse that I have been assigned to, or interaction with other horses. Further, there may be other risks not known to Painted Bar Stables and/or its employees, or not reasonably able to foresee at this time.
6. Assume all the foregoing risks and accept personal responsibility for the dangers of such injury, permanent disability or death.
7. For the health and safety of our horses, by signing this waiver the rider acknowledges and represents that the Painted Bar Stables' horses will not carry more than 250 lbs. and the rider does not weight over 250 lbs. clothed.
8. Agrees that by entering an event or activity on the premises I consent to being photographed and waive all rights to photographs taken by a Painted Bar Stables Staff, professional photographer, or photos by other participants. These photos may be posted on social media or used in promotions with or without knowledge of Painted Bar Stables staff.
9. Should Painted Bar Stables or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. In the event that I file a lawsuit against Painted Bar Stables, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read the above hold harmless agreement and release of liability and understand that I give up substantial rights by signing, and hereto sign my name voluntarily.

Rider: _____ Address: _____ Date: _____

Signature: _____ City, State: _____ Age: _____

Guardian: _____ Email: _____ Weight: _____

NO HELMET WAIVER

I Understand and acknowledge the risks of riding without a ATSM/SEI equine helmet and, despite Painted Bar Stable's making such a helmet available and strong suggestion that a helmet be worn, I agree to release, waive, discharge and covenant not to sue Painted Bar Stables and releasees from liability to each of the rider, his/her heirs and next of kin for claims demands, losses or damages on account of injury, including death or property damage caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise for my failure to wear a helmet at all times while engaged in equine activities herein described. *(Helmet use is mandatory for participants under 18 years of age).*

No Helmet Signature: _____