Waiver of Liability & Hold Harmless

In consideration for participating in any activities, riding or otherwise, at the Painted Bar Stables;

1. I hereby RELEASE, WAIVE, DISCHARGE AND AGREE TO HOLD HARMLESS Painted Bar Stables, its Owner or Volunteers, neighboring land owners and the United States Department of Agriculture Forest Service c/o Finger Lakes National Forest (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions, third party claims, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the RELEASER or RELEASEES, or otherwise, while participating in activities using Painted Bar Stables or National Forest resources, or while in, on or upon Painted Bar Stables or National Forest or neighboring premises.

2. I am fully AWARE OF THE RISKS AND HAZARDS connected with the activity of horseback riding, horse care and stable usage, the risk of which include but are not limited to, injuries, death or property damage 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. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me or any loss or damage to property owned by me as a result of being engaged in such an activity, whether caused by the negligence of the releases, myself or otherwise.

3. By signing this waiver I acknowledge and represent that I understand that I must weigh less than 250 lbs. to ride Painted Bar Stables' horses. I do not weight over 250 lbs. clothed and I agree to be weighed in a private setting if asked.

4. I understand the risks of riding without a helmet and, despite Painted Bar Stable's suggestion that I wear one, I agree to hold all parties but myself harmless for my decision if I choose to not wear one (not allowed for riders under 18 years of age).

5. 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 personal photos by other riders.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed. No oral representations, statement or inducements, apart from the foregoing written agreement have been made; I am at lease eighteen years of age (If minor, parent or person representing as lawful Guardian must sign), and I am fully competent. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.

Signature of Releaser:

....
Printed Name of Releaser Signature Date

....
Printed Name of Guardian Signature Date

Address: .....

Email: ..... Phone: .....

4093 Lake Avenue
Burdett • New York • 14818
607.216.8141
www.PaintedBarStables.com paintedbarstables@gmail.com