

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Painted Bar Stables, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PBS"), I hereby agree to release, indemnify, and discharge PBS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation Guided Saddle Animal Trail Rides, Pony Rides (Carousel or Hand Led) and training and instruction with Horse Riding Academy activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks may include but is not limited to: exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to temperature and weather extremes; transmissible pathogen or disease; losing control of your horse and falling; my own physical condition, and the physical exertion associated with this activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip, and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Riding a horse requires the participant to balance on the saddle. Saddle girths are saddle fasteners around horse's belly might loosen during a ride. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible, so action can be taken to avoid slippage of saddle and a potential fall from the horse. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, PBS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured helmet while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PBS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of PBS's equipment or facilities, **including any such claims which allege negligent acts or omissions of PBS.**

4. Should PBS 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.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. I hereby give PBS the irrevocable right to use my name, picture, photograph, portraits, visual likeness, or voice in all forms and media in all manners, including photo, film, audio and video representations, for non-profit, public purposes, and I hereby waive any right to inspect or approve the finished product that may be created in connection therewith.

7. In the event that I file a lawsuit against PBS, 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PBS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at PBS. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by PBS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PBS from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Painted Bar Stables (hereinafter collectively referred to as "PBS") that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of PBS, the guide/instructor, common sense, and PBS's insurance company, I (and any Minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless PBS from any and all claims that are brought by, or on behalf of myself, and any listed Minor, as the result of head trauma resulting from participation in any horse activities.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Rider or Participant: _____ Print Name: _____ Date: _____

If the rider or participant is a minor:

Parent or Guardian: _____ Print Name: _____ Date: _____