

Release To Hold Harmless

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING, AND BEING AROUND CLOSE PROXIMITY TO HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS OR ANIMALS. RIDERS CAN ALSO FALL OFF HORSES AND INJURE THEMSELVES.

In consideration for permission to use horses and equipment of Rapport, Inc, Anne Marie McKay, her agents, clients, students and employees, and any persons associated with their activities including facilities including Pegasus Riding School, that they use and the persons who own, operate, or in any way utilize those facilities, I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS CONTRACT. I have acquainted myself with rules of safety applicable to any involvement horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in.

I UNDERSTAND THAT I AM ASSUMING 100% OF THE RISK OF INJURY OR DEATH DIRECTLY OR INDIRECTLY ARISING AS A RESULT OF MY INVOLVEMENT WITH HORSES, AND/OR RAPPORT, INC AND ANNE MARIE MCKAY, SUZANNE WEPPL0, GARRETT GUSTAFSON, AND ANYONE RELATED TO ANY OF THEIR ACTIVITIES. I AGREE TO BE FULLY RESPONSIBLE FOR MY SAFETY.

I agree to personally assume the risks associated with my involvement with horses at or in lessons with the above mentioned individuals and companies. Therefore I hereby release, waive and forever discharge the above mentioned companies and individuals as well as any of their heirs or assigns, from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting, whether or not such injury, property damage, or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death, or property damage and hold all the above mentioned parties, harmless from any liability thereof.

This release shall be governed by the laws of the States of Minnesota and Florida. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion or it.

The provisions of this release and hold harmless shall apply to the child or children of individuals signing this document.

This release is given on behalf of myself, spouse, legal representatives, administrators, executors, heirs, insurance companies and policies and assigns and in the case of any child or children of mine, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed against the above listed parties for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred to defend that lawsuit.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND RELEASE AND INDEMNIFY FOR ALL CLAIMS.

I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTAND IT'S MEANING AND SIGN THIS RELEASE VOLUNTARILY.

DATE: _____

SIGNATURE OF RIDER OR PARENT: _____

SIGNATURE OF MINOR CHILD: _____

PRINTED NAME OF RIDER OR MINOR CHILD: _____

ADDRESS: _____

PHONE: _____

WARNING: UNDER MINNESOTA STAT. 604A.12 THE SPONSOR(S) OF LIVESTOCK ACTIVITIES ARE NOT LIABLE FOR THE INJURY OR DEATH OF A PARTICIPANT OR SPECTATOR ARISING FROM THE INHERENT RISK OF LIVESTOCK ACTIVITIES. INHERENT RISK MEANS THE DANGERS ARISING FROM THE PROPENSITY OF LIVESTOCK TO BEHAVE IN UNPREDICTABLE SPOOKING IN RESPONSE TO SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS AND OTHER ANIMALS. THIS SPOOKING COULD RESULT IN KICKING, BITING, TRAMPLEING AND RUNNING AWAY. UNDER FLORIDA LAW AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES..