

Durango Farm 2024 Release of Liability

This RELEASE FROM LIABILITY is made and entered into on this _____ day of _____, 20____, by and between Beth Orem / Durango Farm, hereinafter designated MANAGER/INSTRUCTOR and _____, hereinafter designated RIDER; and, if Rider is a minor, Rider's parent or guardian, _____, In return for the use today, and on all future days, of property, facilities, and services of the Manager/Instructor, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
2. Rider understands there are risks in and around equine activities, and, that an equine activity sponsor and/or equine professional and/or manager/instructor is not liable for an injury to, or the death of, a rider, and/or a participant in equine activities resulting from the inherent risk of equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/ INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability what- so ever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's /Instructor's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager/ Instructor.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code §1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's/Instructor's property and facilities.
7. Rider agrees to abide by all of Manager's/Instructor's rules and regulations, and rider is responsible for using protective gear; i.e., hard hat and boots.
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manager/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
9. This Contract is non-assignable and nontransferable and is made and entered into the State of and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/ Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Rider, Rider's Parent or Guardian Signature (if Rider is a minor) _____ Date: _____

Parent's Name(s) _____

Rider/Camper's Name(s) _____

Address _____

Phone _____ email address _____