

Heart to Heart Morgan's LLC Release Form

This RELEASE FORM LIABILITY is made and entered into on this _____ day of _____, 20____, by and between HTH Morgan's Staff herein after designated MANAGER/INSTRUCTORS and _____ hereinafter designated RIDER; and if Rider is a minor, Rider's parents or guardian _____. In return for the use today, and on all future days, of property, facilities, and services of the Manger/Instructor, the rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance on his horse, personal property and himself.
 2. Rider understands there are risks in and around 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 Manger/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them because 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 Manger'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 Manger/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 Manger/Instructor against any hold harmless from, 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 Manger/Instructor's property and facilities.
 7. Rider agrees to abide by all the Manger's/Instructor's rules and regulations.
 8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manger/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. Rider's horse must also have current shots.
 9. This contract is non-assignable and non-transferable and is made and entered into the state of New York, and shall be enforced and interpreted under the laws of this state. Should any clause conflict with the State Law, then that clause is null and void. When the Manger/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.
- Photos may be taken for advertising on printed and social media sites, check the box if you do not wish to have your photos included ☐

WARNING

UNDER NEW YORK LAW, AN EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 18-304 OF THE GENERAL OBLIGATIONS LAW.

S 3. This act shall take effect on the ninetieth day after it shall have become a law.

I have read and understand this release

For Boarders only Description of horse

Riders signature (Parent or guardian if under 18 years of age)

Address

Phone