

RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK

I. Indemnification.

I, _____ (“Participant”) and my heirs, successors, assigns, agents, guests and invitees agree to indemnify, defend and hold harmless Varian Equestrian, LLC (“Varian Equestrian”) and its heirs, successors, assigns, managers, contractors, employees, staff, representatives, organizers, sponsors, tenants, owners, members, shareholders, officers, directors, agents and lenders from any and all liability from and against any and all claims, causes of action, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising in any way from my activities including, but not limited to, horseback riding, feeding, grooming and/ or otherwise interacting with horses or other animals, using the premises of and/ or equipment of Varian Equestrian for personal injuries, property damage or other losses caused by my negligent, willful, or intentional conduct and those caused my heirs, successors, assigns, agents, guests and invitees.

II. Release of Liability.

Participant hereby releases, exonerates, and absolves Varian Equestrian, its heirs, successors, assigns, managers, contractors, employees, staff, representatives, organizers, sponsors, tenants, owners, members, shareholders, officers, directors, agents and lenders, of and from all liability whatsoever and agrees not to sue on account of or in conjunctions with any claim that causes injuries, damages, losses, or expenses (collectively "liabilities") arising out of my use or presence upon the premises of Varian Equestrian including, those arising from any horse that I bring onto the premises of Varian Equestrian and without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

Participant agrees that Varian Equestrian shall not be held liable for damages to any horse, that I bring on the premises, of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness, and/or accident. Participant further agrees they shall be responsible at all times for any and all acts of their animal including, but not limited to damage to the Varian Equestrian property such as stalls, buckets, lighting, wiring, fencing, etc. and claims, injuries, or loss of life that may be sustained by Participant, their family, invitee, agents, or any other persons on Varian Equestrian’s property.

III. Assumption of Risk.

Participant expressly acknowledges and assumes all risks involved in or arising from the use by Participant, or any horse brought on Varian Equestrian’s premises by Participant (if applicable), or their presence upon Varian Equestrian’s premises and facilities, including without limitation: equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles/horses/objects, fire or explosion. Participant shall have sole responsibility for maintaining insurance coverage for and with respect to any horse Participant brings on Varian Equestrian’s premises and other personal property, including without limitation appropriate policies of property and liability insurance.

Participant acknowledges and accepts the risks and dangers inherent in equine activities including, without limitation the propensity of horses to behave in ways that may result in an injury or harm to, or the death of persons on or near the horse or result in injury or death to other animals, such as bucking, biting, kicking, rearing, shying, falling, or stepping on person or other animals and the unpredictability of a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, collisions with other horses/animals/objects and the potential of another horse owner to not maintain control over his/her horse or horses.

IV. Acknowledgment and Signature.

By signing below, Participant acknowledges that they have read, understand, and agree to the terms of this Release of Liability, Indemnification and Assumption of Risk. Parents and/or legal guardians must sign for all participating minors (those under 18 years of age) and understand and agree that the terms of this Release of Liability, Indemnification and Assumption of Risk shall apply to Participant and the minor.

PARTICIPANT: _____
(signature) *(date)*

V. Please write the legal name of the adult participant and all minor participants.

ADULT PARTICIPANT NAME: _____

MINOR PARTICIPANT NAME(S): _____

