

RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT

This release contains important limitations of legal liability, please read it thoroughly.

THE UNDERSIGNED STATES AS FOLLOWS:

I, _____, acknowledge that competitive, trying sale horses, and pleasure horse riding contains inherent risks of injury and/or death, including injury and damage to me personally, to my horse, and to my equipment. Knowing these facts, I nevertheless, in consideration to your acceptance of this form, hereby for myself, my heirs, executors and administrators waive, release, discharge, indemnify, and hold harmless Brookside Show Stable, its owners, directors, operators, managers, officers, and all other persons and organizations in any way connected with the events, property, boarding, lessons, or any other activity described herein, their representatives, heirs, executors, administrators, and assignees from and against any and all claims or liability for damages or for any and all injuries, losses and damages that might be sustained by me, including injuries to animals, or from any and all claims of any kind or nature that I might have as a result of or arising out of, my participation in any equine related activity. Further, I do hereby acknowledge that this Release shall extend to any accidents, damages or claims arising out of my participation, caused by my own act or the acts of anyone or any animal within my control. I further agree that I will defend, indemnify and hold harmless Brookside Show Stable, its owners, officers, directors, managers, and operators against any and all claims, demands and causes of action including court costs and attorney fees, directly or indirectly arising from any action or other proceeding instituted by me or on my behalf. I fully understand that my assumption of the inherent risks associated with equine related activities shall act as a complete bar of suit and shall act as a complete defense to any suits brought against Brookside Show Stable, its owners, operators, managers, directors, officers, and all individuals and organizations associated therewith for injuries and/or death resulting from the assumed risk pursuant to N.J.S.A. 5:15, et. Seq.

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L., 1997, c. 287 (C.5:15-1 et seq).

I hereby acknowledge that I have read the foregoing paragraph and fully understand the content thereof.

Signature _____ Date _____

MINORS MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENTS OR LEGAL GUARDIAN (S):

We, the undersigned parents of _____, for and in consideration of our child's participation at Brookside Show Stable state that we have read the above waiver, release and hold harmless agreement and we expressly agree that the terms and conditions of said waiver, release and hold harmless shall apply to and be binding upon us and our minor child insofar as it pertains to his/her participation and to any injury, damage, or death to said minor child or to his/her horse may sustain or cause as a result of said participation. We further warrant that we have health and accident insurance on said minor. I declare under the penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 20 ____

Mother _____ Father _____

I do acknowledge that I have read the foregoing paragraphs and fully understand the content thereof.

Signature _____ Date _____