

**LIABILITY FORM**

This Release of Liability is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Sherri Savoy, DBA Journey's Haven Riding School, hereinafter Owner and (PRINT) \_\_\_\_\_, hereinafter designated Rider; and, if a minor, Rider's Parent or Guardian, \_\_\_\_\_. In return for the use, today and on all future dates of the property, facilities, and services of Journey's Haven Riding School, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

- 1) It is the responsibility of the Rider to carry full and complete insurance coverage on his/herself, OWNED horse and personal property.
- 2) If Rider is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Journeys Haven Riding School reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
- 3) Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON JOURNEYS HAVEN RIDING SCHOOL'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, or the negligence or deliberate act of another person.
- 4) Rider agrees to hold Journeys Haven Riding School and all of it's successors, assigns, subsidiaries, franchises affiliates, officers, directors, employees, sub-contractors and agents completely harmless and not liable and release them from all liability whatsoever 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 Journeys Haven Riding School's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except of the damages are caused by the direct willful and wanton negligence of Journey's Haven Riding School.
- 5) Rider agrees to waive the protection afforded by any statue of law in any jurisdiction 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 Journeys Haven Riding School against, and hold it harmless from, any and all claims, causes or action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon the Manager's property and facilities.
- 7) Rider agrees to pay the full lesson fee for any cancellation and a non-payment fee of \$5.00 for any lesson not paid at time of service.
- 8) Rider understands the discount packages are non-refundable and may be charged the full session fee for any lesson not taken.
- 9) Rider agrees to pay the return check fee of \$30.00.
- 10) Rider agrees to abide by all Journeys Haven Riding School's RULES AND REGULATIONS.

WARNING: Under MA Law, the equine professional is not liable for an injury to or death of a participant in the equine activities resulting from the inherent risks of equine activities pursuant to section 2D of Chapter 128 of the general laws. This Contract is non -assignable and non-transferable and is made and entered into the State of Massachusetts, and shall be enforced and interpreted under the laws of the state. Should any clause is in conflict with State Law, then that clause is null and void. When the Owner, Rider and Rider's Parent, guardian or organization, if the Rider is under 18, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

**ALL INFORMATION MUST BE COMPLETED \*\*\*\*PLEASE PRINT THEN SIGN - BOTH PARENTS MUST SIGN IF RIDER IS UNDER 18**

RIDER or PARENT 1 \_\_\_\_\_ / \_\_\_\_\_

PARENT 2 \_\_\_\_\_ / \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBERS (H) \_\_\_\_\_ (C) \_\_\_\_\_

EMERGENCY CONTACT PERSON \_\_\_\_\_

(H) \_\_\_\_\_ (C) \_\_\_\_\_

SHERRI SAVOY/JOURNEY'S HAVEN \_\_\_\_\_ DATE \_\_\_\_\_