

**RIDER 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, and personal property.
- 2) Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON JOURNEY'S HAVEN RIDING SCHOOL'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of any illness, 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.
- 3) Rider agrees to hold Journey's Haven Riding School and all of it's successors, assigns, subsidiaries, franchises affiliates, officers, directors, employees, sub-contractors, agents, riding instructors and working students 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 created by any illness, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Journey's Haven Riding School's property and facilities, including without limitation, of any illness, death, bodily injury and property damage.
- 4) 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.
- 5) Rider agrees to indemnify and defend Journey's 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 Journey's Haven Riding School's property and facilities.
- 6) Rider agrees to pay the full lesson fee for any cancellation and an additional non-payment fee of \$10.00 for any lesson not paid at time of service.
- 7) Rider understands the discount packages are non-refundable and may be charged the full session fee for any lesson not taken.
- 8) Rider agrees to pay the return check fee of \$30.00.
- 9) Rider agrees to abide by all Journey's Haven Riding School's RULES AND REGULATIONS.
- 10) Rider, parent(s) and/or guardian agree to adhere to all current Massachusetts and Federal Covid-19 Guidelines; including but not limited to providing their on masks & PPE while participating in any equine activity at Journey's Haven Riding School.

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 Rider, Rider's Parents, Guardian or Organization, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

**ALL INFORMATION MUST BE COMPLETED - BOTH PARENTS MUST SIGN IF RIDER IS UNDER 18**

**\*\*\*\*PLEASE PRINT FULL NAME THEN SIGN**

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

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

ADDRESS \_\_\_\_\_

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

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

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

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