

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release of Liability and Hold Harmless Agreement ("Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The Equestrian Connection Horse Club and its members, officers, directors, agents, employees, volunteers, and any other person or entity acting on its behalf (hereinafter referred to as "Organization") and the person(s) executing this document (hereinafter referred to as "Participant").

Organization is a non-profit corporation of Minnesota existing for non-profit horse recreation and education purposes. The organization's activities fall within the Minnesota Livestock Activities, Immunity from Liability Statute, MN. Stat. 604A.12, WHICH IS INCLUDED AND INCORPORATED HEREIN.

**By signing this document, participant acknowledges that there are inherent risks in using and being around horses. Those risks include serious bodily injury and death. Participant understands that horses are unpredictable and capable of sudden, unexpected, and potentially dangerous movements despite their history. Participant further understands that horses are easily frightened by sound, sudden movement, and unfamiliar objects, smells, persons, or other animals. They may run, bite, buck, or kick or respond to sound. Horses may also encounter natural hazards, such as surface or subsurface conditions and may react unpredictably. They may collide with other objects, persons, or animals. Participant acknowledges that pursuant to the Minnesota Livestock Immunity Statute, this organization is not liable for the death of or injury to a participant resulting from the inherent risk of livestock activities as defined by MN.STAT. § 604A.12.**

In consideration for Organization's equine services and participating in or being in the proximity of its equine activities including but not limited to recreational trail riding, clinics, shows, and competitions, Participant hereby releases, waives, and forever discharges Organization of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to Organization's equine related services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Organization (I.e. Participant releases Organization from liability for damages caused by Organization's negligent acts or omissions only). Participant further agrees to indemnify Organization for and hold Organization harmless from all judgments, claims, demands, attorneys' fees, and costs arising from any such action.

This release is given on behalf of Participant and Participant's spouse, legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Participant's, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until Participant has revoked it in a writing provided to Organization.

**PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE, UNDERSTANDS THAT HE/SHE IS KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH BEING ON OR AROUND HORSES, INCLUDING SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND RELEASES ORGANIZATION FROM ALL LIABILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ORGANIZATION'S NEGLIGENCE AND SHALL INDEMNIFY AND HOLD ORGANIZATION HARMLESS FROM THE SAME.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Additional Participant/Minor's Name: \_\_\_\_\_

Participant/Minor's Guardian Signature: \_\_\_\_\_