

# RIVENDELL RIDING ACADEMY

www.RideAtRivendell.com

PO Box 12 • Clinton Corners, NY • 12514

845.266.3334

Date: \_\_\_\_/\_\_\_\_/20\_\_

I have carefully read the entire agreement below and have had the opportunity to have any questions answered to my satisfaction. If the person signing this Agreement is a minor under the age of eighteen (18) years old, that person's parent or legal guardian must sign in addition to said minor.

Name of student: \_\_\_\_\_

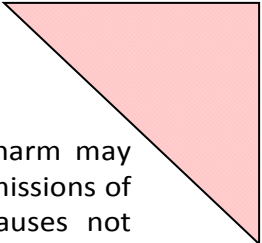
Name of Parent/Guardian: \_\_\_\_\_

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

## EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement is entered into by the undersigned in favor of Rivendell Riding Academy, Inc., Tracie Ruzicka and Jonathan Ruzicka, and their respective shareholders, officers, employees, and agents, as well as any clinicians conducting clinics organized by Rivendell Riding Academy, Inc. and the owners of any equines ridden or handled by Tracie Ruzicka and/or working students or other professionals on staff during Equestrian Activities (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in Equestrian Activities, including but not limited to riding, training, lunging, participating in instruction and/or clinics, competing, boarding, assisting veterinarians or farriers, transporting, grooming and handling equines or observing others doing any of the above activities with the Released Parties or having my horse(s) or pony(ies) handled, trained or receiving services from the Released Parties, and/or in events or activities organized or sponsored by any of them, whether at the Released Parties' premises or at other venues, with or without supervision, I acknowledge and agree as follows:

1. **Assumption of Risk for Dangerous Activity:** I acknowledge that equines can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my animal's actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my animals and other property cannot be guaranteed while participating in Equestrian Activities. I understand that there is a risk of serious physical harm and even possibly death, and nonetheless voluntarily choose to participate in Equestrian Activities. Understanding the risks involved, I voluntarily choose to participate in Equestrian Activities and to be around horses and ponies, and expressly assume those risks as stated above including the unintentional negligence of any of the Released Parties or any other cause. I accept full and complete responsibility for the safety of myself, any guests or observers accompanying me or present at my invitation, my animals, and personal property. Further, I assume the risk of any damage or injury caused by animals and indemnify the Released Parties against any claims for damage to persons or property caused by my animals.



2. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around equines from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any horse or pony I am handling to the extent possible, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others.

3. **Personal Property:** I agree that I am responsible for the security of my own personal property, including animals, tack and equipment, and any personal effects I bring to the Released Parties' premises or have with me at Equestrian Activities, and that the Released Parties cannot guarantee the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk.

4. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I hereby release and forever discharge the Released Parties, jointly and severally from all claims, actions demands, rights, causes of action and liabilities, based on any bodily injury or disability, illness or disease, death, financial loss, property loss, damage, destruction or other harm of whatever nature, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in Equestrian Activities, whether caused by the negligence of the Released Parties or otherwise, provided that nothing in this Section shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

5. **Promise Not to Bring Suit:** I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participation in Equestrian Activities or my presence at the Released Parties' premises.

6. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to compensatory and punitive damages and attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result from my participation in Equestrian Activities or from any animals owned by me.

7. **New York Law, Jurisdiction:** I hereby agree that the terms of this Agreement shall be governed by and interpreted according to the laws of the State of New York, and that the courts of the State of New York shall have exclusive jurisdiction over any matter arising hereunder regardless of the state of my residence or the location of any event or matter at issue.

8. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by New York law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.