

RELEASE OF LIABILITY: Equestrian Heritage Society Inc., 5533 Clark Road, Conesus, New York

In consideration of the risk of injury while participating in social events, sidesaddle riding, horseback riding, or carriage driving activities, and as consideration for the right to participate in the *activity*, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge the Equestrian Heritage Society Inc., 5533 Clark Rd., Conesus, NY 14435, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in all activities, including travel to and from an event related to the *activity*.

I am voluntarily participating in the Equestrian Heritage Society's activities or promoted events by other organizations, and I am participating entirely at my own risk. I acknowledge that there are risks that can be caused by terrain, facilities, temperature, weather, dehydration, vehicular traffic, and the actions of others, such as participants, volunteers, spectators, coaches, event officials, event monitors, and producers. I am aware that in addition to the usual risks of travel and participation with a group, there are additional risks associated with close association with horses and other equines. I recognize that there are certain inherent risks associated with horseback riding and carriage driving and I assume full responsibility for personal injury to myself and (if applicable) my family members, and any participants under my supervision and further release and discharge Equestrian Heritage Society Inc. I acknowledge equines can become dangerous, and the equipment used on equines for the purposes of riding, driving, or otherwise handling them, can be of danger also. Any legal claim that may arise from participation in the Equestrian Heritage Society Inc, events, shall be resolved under New York law.

I agree to indemnify and hold harmless the Equestrian Heritage Society Inc., against all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, judgments, costs, or expenses, or otherwise that could be brought about by me or my attorney or anyone else acting on my behalf. If the Equestrian Heritage Society incurs expenses related to defense against such claims, I agree to reimburse the Equestrian Heritage Society.

I acknowledge that I have read carefully this waiver and release, and I fully understand that it is a release of liability, and I agree to voluntarily give up or waive all claims for legal action. I acknowledge receipt of a copy of the Equestrian Heritage Society Inc., rules and I agree to observe and obey all the rules, and further agree to follow any oral instructions or directions given by the representatives, volunteers, or the employees, or agents of Equestrian Heritage Society Inc. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Equestrian Heritage Society Inc., its agents, members, and employees. In the event that I should require medical care, I agree to be responsible for any costs incurred, and I attest that I am covered by an active health insurance policy.

In the event of damage to equipment or facilities as a result of my, or my family's actions, neglect, or recklessness, I acknowledge and agree to be held liable for any costs associated with the damage. This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I and the Equestrian Heritage Society Inc., agree that this waiver is clear and unambiguous. In the event that any provision contained within this release is severable or invalid, due to being unlawful or otherwise unenforceable, the remainder of the agreement will be in full force and effect, so long as the severed clause does not affect the intent of the entire document, according to a court of law.

I the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and I am signing it of my own free will. I agree and acknowledge that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Participant Name (Printed): _____

Signature: _____ Date: _____

Participant Address: _____

E-mail address: _____ Phone: _____

Parent or Guardian Waiver for Minors

I hereby certify that I am the parent or legal guardian of (print)_____.

I hereby give my consent without reservation for this minor child to engage in the equine activity.

Name(print): _____ Relationship: _____

Signature: _____ Date: _____

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Name	Contact Relationship	Contact Telephone

(Please add additional Emergency Contacts, if needed on the reverse side.)