

Rider Horsemanship, Inc.

**RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – New York
READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Rider Horsemanship, Inc., a Maryland corporation (hereafter referred to as "Instructor") as a condition for its allowing me, and/or the persons identified below, to engage in any or all of these activities: attend and/or participate (directly or indirectly) in one or more lessons, clinics, or instructional activities with Carolyn V. Rider/Rider Horsemanship, Inc.; be near horses, ponies, donkeys, or mules (regardless of who owns them); handle horses, ponies, donkeys, or mules; receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses, ponies, donkeys, or mules at any time and at any location from Instructor; ride horses, ponies, donkeys, or mules on or near the facilities of any location where a clinic or instructional activity with Instructor takes place; observe Instructor handling my own horse, pony, donkey, or mule; and/or use equipment (including, but not limited to, "Natural Horsemanship" halters, lead ropes, or others) on or near horses, ponies, donkeys, or mules before, during, or after the clinic, lesson, or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home] _____ [Business] _____ [Cell/Other] _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Child's Date of Birth: _____ Child's Date of Birth: _____

All parts of this agreement apply to me and to the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Release and Waiver of Liability, Instruction Agreement, Assumption of Risk, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when Instructor permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities at any time and at any location.
2. *Risks/Assumption of Risk.* I understand that anyone riding, handling, or even near a horse, pony, donkey, or mule (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, being near an equine, receiving instruction on or around equines, attending a clinic or demonstration, and/or participating in a clinic or demonstration can expose me to numerous hazards, which could include, *for example*: the propensity of an equine to behave in ways that may result in injury,

**RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – New York**

harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the property where the clinic takes place; and/or collisions with other equines, animals, or objects. **I understand that these risks and dangers inherent in equine activities can occur with or without negligence on part of Instructor, and I expressly agree to assume all of these risks. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Instructor to list all possible equine-related risks for me in this document or at any other time in the future.**

3. LIABILITY WAIVER AND RELEASE/EXPRESS ASSUMPTION OF RISK. As lawful consideration for Instructor allowing me to engage in any or all of The Activities, now or in the future, and with full knowledge and appreciation of the risks associated with equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities or while participating (directly or indirectly) in the clinic or instruction with Instructor. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. To the fullest extent allowed under New York law, I, for myself and for my heirs, administrators, personal representatives or assigns, release and discharge Rider Horsemanship, Inc., Tao of Horsemanship, Inc., Caroline V. Rider, Chelsey Rodgers, Louis C. Volandt, Erika Osmann Trexler, and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same is caused by the ordinary negligence of these parties or not. I hereby agree to assume full responsibility for any risk of damages, bodily injuries, or other injuries or losses, whether known or unknown, anticipated or unanticipated, resulting from or arising out of engaging in any or all of The Activities at any location.

WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S). In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge Rider Horsemanship, Inc., Tao of Horsemanship, Inc., Caroline V. Rider, Chelsey Rodgers, Louis C. Volandt, Erika Osmann Trexler, and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Instructor or of others associated with Instructor. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Instructor's gross negligence or willful and wanton misconduct).

4. N.Y. GENERAL OBLIGATIONS LAW INAPPLICABLE. I understand and agree that the New York General Obligations Law § 5-326, which deems certain waivers/releases void when used in connection with a "place of amusement or recreation or similar establishment," does not apply to this Agreement and to my participation in any or all of The Activities. The Activities take place at a private facility that engages in instruction and educational activity.

5. INDEMNITY AGREEMENT. I also agree to indemnify and hold harmless Rider Horsemanship, Inc., Tao of Horsemanship, Inc., Caroline V. Rider, Chelsey Rodgers, Louis C. Volandt, Erika Osmann Trexler, and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all damages which are sustained or suffered by my minor children, legal wards and/or by any third person(s) ["third persons" are people who are not parties to this Agreement, including, *but not limited to*, other people, Clinic visitors, participants, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. This indemnity agreement shall apply regardless of whether or not the injury, death, or damage incurred by others is caused by the ordinary

**RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – New York**

negligence of Rider Horsemanship, Inc., Tao of Horsemanship, Inc., Caroline V. Rider, Chelsey Rodgers, Louis C. Volandt, Erika Osmani Trexler, and their respective officers, directors, employees, agents, assistants, representatives, assigns, and others acting on their behalf and shall include reimbursement of Instructor's reasonable attorney fees.

6. *ASTM/SEI Headgear.* I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and at any location. Instructor has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or when near equines. **I am NOT relying on Instructor to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.**

7. *Emergencies.* Person(s) to Contact in Case of Emergency: Name: _____

Relationship: _____ Phone Number(s): _____

8. *Law/Modifications.* This Release and Waiver of Liability, Instruction Agreement, Assumption of Risk, and Indemnity Agreement is governed by New York law and is intended to be as broad and inclusive as the law permits. Should any clause in this document conflict with the law, only that clause will be void and the remainder of this document shall stay in full force and effect at all times, now and in the future. This document can only be modified in a written document that is signed by me and Caroline V. Rider (on behalf of Rider Horsemanship, Inc.)

9. *Breach/Disputes.* If I breach any part of this Release and Waiver of Liability, Instruction Agreement, Assumption of Risk, and Indemnity Agreement, I agree to pay the attorney fees and court costs related to such breach incurred by Instructor and/or persons directly affiliated with Instructor. It is also mutually agreed that any disputes arising under this Release and Waiver of Liability, Instruction Agreement, Assumption of Risk, and Indemnity Agreement, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to York County, Pennsylvania, where Instructor is incorporated and transacts business; I agree that this is a convenient location.

**10. ALSO, I REPRESENT THAT:
(Please check each box below, if true and correct)**

- I AM AT OR OVER 18 YEARS OF AGE AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEGAL WARD) I AM THE PARENT OR LEGALLY-APPOINTED GUARDIAN;**
- I HAVE READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (ALL FOUR PAGES), AND I FULLY UNDERSTAND IT;**
- I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- I INTEND FOR THIS RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;**
- I UNDERSTAND THAT I AM GIVING UP RIGHTS TO SUE WHETHER OR NOT I AM RIDING OR HANDLING A HORSE, PONY, DONKEY, OR MULE AND REGARDLESS OF WHERE I MAY BE INJURED;**

**RELEASE AND WAIVER OF LIABILITY, INSTRUCTION AGREEMENT,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – New York**

- IT IS MY INTENTION TO RELEASE INSTRUCTOR AND RELATED PERSONS AND ENTITIES FROM LIABILITY TO THE FULLEST EXTENT ALLOWED UNDER NEW YORK LAW; AND**
- THE INFORMATION I HAVE PROVIDED IN THIS DOCUMENT IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF INSTRUCTOR: _____ DATE : _____