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

**READ CAREFULLY BEFORE SIGNING**

I agree to this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”)

with Letchworth Farm Guesthouses who is a LLC (hereafter referred to as “**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable’s premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, “equines”), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as “**The Activities**” in this Agreement.)

NAME (*Please print clearly*): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: [Home] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Work] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Cell/Other]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE:\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE:\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]

**IT IS AGREED AS FOLLOWS:**

1. I understand that although I am signing this Agreement today, I also intend for it to be valid and binding now and in the future when I engage in any or all of **The Activities** at any time and any location.

2. **Risks/Assumption of Risk.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. 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 real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine 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, 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 the land where The Activities take place; and/or collisions with other equines, animals, or objects***. I understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time. I understand that the risks and dangers***

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***inherent in equine activities can occur with or without negligence on part of Stable, and I freely and voluntarily agree to assume these risks.***

INITIAL HERE: \_\_\_\_\_\_\_ **3. LIABILITY WAIVER AND RELEASE/EXPRESS ASSUMPTION OF RISK. As lawful consideration for being allowed to engage in any of The Activities, now and in the future and at any location, to the fullest extent New York law allows, and with full knowledge and appreciation of the risks associated with equine-related activities, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to the following:**

INITIAL HERE: \_\_\_\_\_\_\_ **(a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as “The Released Parties”) shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location, now and in the future; and**

INITIAL HERE: \_\_\_\_\_\_\_ **(b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, omissions, causes of action, or rights of action (*present or future*) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines.**

INITIAL HERE: \_\_\_\_\_\_\_ **4. INDEMNIFICATION.** To the fullest extent New York law allows, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties**. This indemnity agreement shall apply regardless of whether or not the injury, death, or damage incurred by others is caused by the ordinary negligence of **The Released Parties**. In addition, this indemnification shall also include reimbursement of reasonable attorney fees and costs incurred by **The Released Parties**.

**5. ASTM/SEI Helmet/Headgear.** I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, handling, driving, or near equines. Also, I acknowledge that I have reviewed helmet safety information. I am NOT relying on **Stable** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.**

**6. Emergencies.** Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.** New York law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by New York law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Jessica Curran on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

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**8. ALSO, I REPRESENT (please check and initial each box below):**

**IAMATOROVER18YEARSOFAGE;**

**I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT**

INITIAL HERE:

**I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT**

INITIAL HERE:

**I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT**

NITIAL HERE:

**I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE**

INITIAL HERE:

**I BELIEVE THAT THIS AGREEMENT HAS BEEN FAIRLY ENTERED INTO**

INITIAL HERE:

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND**

**ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTED BY:  
“STABLE” REPRESENTATIVE**

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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