

CAPALL STABLES, LLC
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Agreement, made as of this ____ day of _____, 20____, between CAPALL STABLES, LLC collectively defined as Kim and Chris Anderson, immediate family, heirs and representatives, other principals, trainers, employees, contractors, volunteers, members, agents and assigns, (“Farm”) AND the person executing this document (hereinafter referred to as “Boarder” or “Participant”). Participant and Participant’s parent if under 18 years of age must review and sign to confirm their understanding and agreement.

Farm and Participant recognize that being around horses inherently carries risk.

By signing below, Participant agree to assume the risk associated with horses, handling and riding horses both to Participant and their horse, *you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of your presence and/or participation in equine activities at the farm, including injury, death, or property damage arising out of the negligence of farm.* If you have any questions about the meaning of the legally binding contract, please feel free to ask your attorney.

In consideration for and in favor of Capall Stables, LLC for allowing Participant to be on the premises of Farm and participate in activities, Participant voluntarily agrees to the terms of this Release of Liability and Hold Harmless Agreement and hereby agrees to personally assume the risks associated with horses.

Participant is participating voluntarily in handling and riding horses. Participant understands and is fully aware that being around horses involves inherently dangerous risks of serious injury or loss to Participant, or Participant’s personal property.

Such inherent risks include but are not limited to inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses.

Participant hereby releases, waives, and forever discharges (i.e. Participant waives the right to sue and possibly receive monetary damages) Farm for all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Participant’s physical body or personal property - resulting during Participant’s presence on Farm’s premises and any activity involving Farm’s services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Farm or any of the other parties listed above.

Participant assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Farm and all other parties listed above harmless for any liability thereof as set forth herein.

Participant is participating voluntarily in activities which take place on a horse farm and understands that there are risks inherent with being on a farm.

Such inherent risks include but are not limited to: interaction with livestock either currently present on the farm or later acquired; interaction with pets such as dogs and cats, either currently present on the farm or later acquired; farm employee operation of machinery such as, but not limited to,

snowplows, tractors, rakes, ATVs, or construction equipment; uneven or unstable ground; icy conditions and other effects of nature; and other risks incident to being on or around farm property.

Participant hereby releases, waives, and forever discharges (i.e. Participant waives the right to sue and possibly receive monetary damages for) Farm for all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Participant's physical body or personal property - resulting during Participant's presence on Farm's so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Farm or any of the other parties listed above.

Participant assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Farm and all other parties listed above harmless for any liability thereof as set forth herein.

Participant understands that horses and livestock are dangerous, and may bite, kick, spook, trample, causing Participant to be injured. Equine activities are considered inherently high risk and such risks include serious injury and death. Such risk may be increased should Participant participate in mounted equestrian activities but are not solely limited to mounted dangers.

Participant agrees to remain in authorized areas, which are limited to the main barn, tack room and arena. Participant agrees to avoid any work areas, including but not limited to equipment storage areas, tillable land, or any other areas designated by Farm, or any agents or contractors of either, whether designated in writing or verbally.

SAFETY.

a. Helmets and Safety Gear. I understand that it is at my own risk that I choose to wear or not to wear a riding helmet and to utilize other safety gear appropriate to my level of experience while on a horse. I know that a helmet may not prevent injury. I accept full responsibility for accident or injury to myself or others if I choose not to use a riding helmet or other appropriate safety gear. If rider is under 18 years of age, the rider is **required** to wear a helmet when riding, the parent and the rider must also sign this agreement.

Rider Initial: _____ **Parent Initial:** _____

b. Attire. I hereby agree to wear long pants when riding horses; wear shoes with a hard sole, closed toe, and heel; and to remove any dangling jewelry or any other loose items that may put me at risk.

Rider Initial: _____ **Parent Initial:** _____

c. Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand the Farm and Trainer cannot control the horses it boards, and that I shall release and hold harmless Farm from any injury arising out of or related to equine activities at Farm's facilities.

Rider Initial: _____ **Parent Initial:** _____

d. **I am Responsible for my own Conduct and That of my Horse.** I understand that I will ride and handle my horse, and will conduct myself at my own risk and with proper courtesies while I am on Farm's property.

Rider Initial: _____ Parent Initial: _____

e. **Death or Injury to Horse.** Farm will not be held responsible for injury or death of Horse absent gross negligence on their part.

Rider Initial: _____ Parent Initial: _____

f. **Release and Waiver of Liability, and Assumption of Risk.** I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Farm responsible for accident or injury to myself or my guests, including parents or other family members.

Rider Initial: _____ Parent Initial: _____

g. **Hold Harmless, Defend and Indemnify.** Participant agrees to defend, indemnify, save and hold harmless Farm and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Farm, presence at Farm's facilities, Horse's conduct, Participant's use or access to Horse, or Participant's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Rider Initial: _____ Parent Initial: _____

h. **Consent to Emergency Treatment.** Participant recognizes that Participant is participating in an activity where there are inherent risks that may render emergency treatment necessary. In the event of an emergency where Participant is incapacitated or otherwise unable to give consent, Participant hereby consents to and agrees to bear the costs of administration of emergency services by paramedics or other medical professionals. Participant additionally consents to administration of emergency treatment by the professionals at Farm until such a time as paramedics or other medical professionals become available.

Rider Initial: _____ Parent Initial: _____

STATUTORY NOTICE:

Minnesota Stat. 604A.12: Inherent risk of livestock activities means the dangers or risks arising from the propensity of livestock to behave in unpredictable ways, including, but not limited to, kicking, biting, spooking, and rearing in response to sound, sudden movement, unfamiliar objects, persons, and other animals.

This release is given on behalf of Participant, Participant's spouse, Participant's legal representatives, administrators, executors, heirs, and assigns. **This release is an ongoing release and remains in effect until Participant has revoked it in writing.**

Read this agreement carefully before signing it. Your signature indicates your understanding of and your agreement to its terms. Participant hereby acknowledges and affirms that he/she has carefully read the contents of this document, understands its meaning, and has voluntarily executed the same.

[SIGNATURE PAGE TO FOLLOW]

PARTICIPANT:

**CAPALL STABLES, LLC by Kim Anderson, Principal
Sarah Anderson, or Dustin Freiheit:**

Signed: _____

Signed: _____

Name: _____
(printed)

Name: _____
(printed)

PARENT OF PARTICIPANT:

Signed: _____

Name: _____
(printed)