

RELEASE AND INDEMNITY AGREEMENT
Warning: Equine Activities Can Be Dangerous

In consideration of receiving permission to enter onto the premises at 15 KIRBY HILL ROAD, PAWLING, NY 12564, owned, leased or managed by DP59 LLC and Diamond Property Management LLC, and the acceptance for boarding or training, of horses owned or controlled by me, and my participation and/or the participation of my child, children, wards, other family members, guests or anyone else to whom authorized permission is given as a rider, trainer, owner, attendant, participant, spectator, boarder, or in any other capacity related to activity on said premises, _____, for myself and my child, children, wards, other family members, guests, other authorized permissive users, representatives, successors and assigns fully acknowledge and agree, to the fullest extent permitted under law, to forever release and hold harmless the Released Parties of and from any liability, damage, claims, action and causes of action whatsoever, arising out of or related to any loss, damage or injury including death, that may be sustained by myself or my child, children, wards, other family members, guests, other authorized permissive users, representatives, successors or assigns, or any damage to, injury to or destruction of any property of the aforementioned, while in, or upon said premises and voluntarily assume all risks associated with engaging in equine activities as follows:

I, or myself and my child, children, wards, other family members, guests, other permitted persons, representatives, successors and assigns,

- voluntarily acknowledge and accept that the participation in any equine activity or horse-related activity is inherently dangerous;
- acknowledge, agree, understand and fully accept that a horse is an animal that may be startled by sudden movement, noise or other factors, that may cause the horse to be erratic, and it may shy suddenly rear, stop short, bite, buck, kick, throw, trample, run with its rider, cause serious injury or death to its rider, trainer, owner, spectator, groom;
- voluntarily agree to assume all risks of loss, damage or injury, including death, and/or property damage or loss, inherent or incidental to such equestrian participation including, but not limited to, those risks set out above and on my own behalf as well as on behalf of my child or ward, and on behalf of my child's or ward's heirs, executors and administrators.

I hereby release and forever discharge DP59, LLC AND DIAMOND PROPERTY MANAGEMENT LLC and the Members, Partners, Officers and Employees thereof and the parent, related, affiliated and subsidiary companies, and the members, officers, directors, employees, agents, representatives, successors and assigns of each (hereinafter the Released Parties), to the fullest extent permitted by law, of and from all liabilities, claims, actions, injury, including death, and/or property damage or loss, damages, costs or expenses of any nature, brought by any person or party, or on behalf of any person or party arising out of or in any way connected with use of the premises or participation in equestrian activities and further agree to indemnify and hold harmless, to the fullest extent permitted by law, each of the Released Parties against any and all such liabilities, claims, actions, damages or injuries, including death, costs or expenses, including, but not limited to, attorney's fees, costs and disbursements.

I understand that this release and indemnity agreement includes any claims based on the negligence, actions or inaction of any of the above Released Parties and covers bodily injury and property damage, whether suffered by me, my child, children, wards, other family members, guests, other authorized permissive users, before, during, or after such equine participation. I further authorize medical treatment for any of the aforementioned persons, at my cost, if the need arises.

This Release and Indemnity Agreement shall remain in full force and effect for each and every occasion on which I, my child, children, wards, other family members, guests or other authorized permissive users enter upon the above-described premises, and shall have the same effect as if executed prior to each such entrance. The undersigned agrees that this Release and Indemnity agreement can be modified only by writing consented to and agreed to by all parties. No oral modifications shall be binding.

The undersigned acknowledges that the execution of this Release and Indemnity Agreement is material in inducing the Released Parties to grant the undersigned the permissions set forth above, and that the undersigned would not be permitted to enter upon the premises without executing this Release and Indemnity Agreement.

This Release and Indemnity Agreement shall be binding upon the heirs, personal representatives, executors and administrators of the undersigned.

The undersigned expressly agrees that this Release and Indemnity Agreement is intended to be broad and inclusive as permitted by law of the State of New York and that any portion hereof is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full force and effect.

In signing this Release and Indemnity Agreement, the undersigned hereby acknowledges and represents that (s)he has read the agreement, understands it, and signs it voluntarily, and that (s)he is over the age of 18 and is of sound mind and body, and that (s)he is the parent or legal guardian of any minor participant and is acting in such capacity.

WARNING: Under New York Law, an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.

I UNDERSTAND THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND I HAVE READ IT CAREFULLY.

IN WITNESS WHEREOF, the undersigned intending to be legally bound has executed this

Release and Indemnity Agreement this _____ day of _____ 20_____.

Signature: _____

Printed Name: _____

Mailing Address: _____

Telephone: _____

Email: _____
