

## **WAIVER AND RELEASE OF LIABILITY**

### **ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of The Horse Park of New Jersey at Stone Tavern, Inc. (hereinafter referred to as “The Horse Park”) allowing me, the undersigned, to participate or attend in any capacity (including, but not limited to, as an event manager, rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a Horse Park sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities, or as a spectator, vendor, food service provider; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. RULES AND REGULATIONS: I hereby agree to be bound and abide by the rules, regulations, and policies of The Horse Park as published in the Horse Park contract allowing the event I am attending and on the website of the Horse Park, including any special COVID 19 rules and restrictions set forth by federal, state or local governments, the Horse Park, the Department of Agriculture or any other appropriate authority, as attached to this waiver and as amended from time to time.

B. ACKNOWLEDGEMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian activity involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances, accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of The Horse Park organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”), as well as the risks inherent to any event where exposure to COVID 19 exists. .

### **EQUINE ACTIVITY LIABILITY ACT WARNING:**

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

**Under the laws of most states, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Horse Park event, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Horse Park Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Horse Park event. I also understand the risks related to attending an event in any capacity where other people are or have been present during the COVID 19 pandemic and I hereby voluntarily and knowingly assume all such risks and responsibility related thereto.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any Horse Park Event, I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, and competition managers; the promoters, sponsors, or advertisers of any Horse Park Event; any charity or other beneficiary which may benefit from the Horse Park Event; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties, and specifically The Horse Park (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my presence at or any activity related, directly or indirectly to participation in any Horse Park, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E.: COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be

unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Horse Park Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim. I understand and acknowledge that I will be required to present a copy of this waiver and release every time I enter upon Horse Park property, and I will retain a copy for that purpose.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**PARTICIPANT:**

(mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/vaulter/Longeur is a minor) \_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_ Emergency contact Phone No. \_\_\_\_\_