



PENNY LANE FOAL RESCUE AND TRAINING CENTER, LLC
3031 Oculus Loop, Rio Rancho, NM 87144; 505-373-3203; pennylanefoals@gmail.com

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE FACILITY, ITS OWNER, EMPLOYEES AND AGENTS ("PLF").

Parent Name: _____

Participant Name: _____ D.O.B.: _____

Address: _____

Contact Phone: _____ E-mail: _____

Insurance Carrier: _____

Primary Doctor/Phone #: _____

In consideration for allowing me or my minor child to handle a horse, and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns: **I HEREBY ACKNOWLEDGE:**

WORKING WITH EQUINES IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES, DEATH because of the unpredictable nature and irrational behavior of horses, regardless of the extent of their training and past performance.

1. **ASSUMPTION OF RISK FOR HAZARDOUS ACTIVITY:** I understand that horses are unpredictable by nature; even well trained horses and those that appear calm and domicile can act in uncontrollable ways without apparent reason. When frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; that horses may trip, stumble, and/or fall down while being led, ridden, or otherwise attended to; that horses may step on feet or other body parts; that the behavior of horses may be affected by weather, terrain, other animals, and the presence of people; that horses are extremely powerful.

I understand these risks and voluntarily assume these risks and dangers of injury or death inherent in the handling of the horses at "PLF" _____ (Initial here)

2. **LIABILITY RELEASE:** I understand that I am responsible for death, injury or property damage that I or my child or legal ward should sustain while working with a horse and participating in an activity and using equipment provided by "PLF". _____ (Initial here)

I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage from participating at "PLF". _____ (Initial here)

3. **INDEMNITY:** I agree to release, discharge, and promise not to sue "PLF" for any loss, damage, injury (including death), or cost to me or my child's person or property arising out of training provided, handling a horse, or using equipment or gear provided by "PLF". _____ (Initial here)

I agree to indemnify and hold harmless "PLF" from and against any loss, injury (including death), liability, damage or cost that may incur arising out of or in any way connected with either my or my child's handling the horses and using equipment or gear provided therewith resulting from or contributed to by my own negligence. _____ (Initial here)

I understand that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of New Mexico and is intended to be as broad and inclusive as is permitted by New Mexico law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. _____ (Initial here)

I acknowledge that this document is a contract and agree that if a lawsuit is filed against "PLF" for any injury or damage in breach of this contract, I will pay all attorney fees and costs incurred by "PLF" in defending such an action. _____ (Initial here)

4. **HEALTH:** I agree that, if in the opinion of the authority of "PLF", an emergency has arisen and medical treatment be deemed necessary for myself or my child, legal ward, "PLF" shall have the authority (which is hereby delegated to the extent such delegation may be required) to consent to such medical treatment, including surgical intervention, on my behalf. _____ (Initial here)

This authorization shall remain effective until my child completes his/her activities in "PLF" unless sooner revoked in writing. I accept that all precautions will be taken to ensure the safety and welfare of myself, my child and that I will be held responsible for the payment of medical and/or hospital accounts where applicable. _____ (Initial here)

As far as I am aware I am/my child is physically capable of participating in the said riding, sporting and extracurricular activities and I am/he/she is in good health _____ (Initial here).
However, the persons responsible should please note the following: [Please state aspects that staff should be aware of, e.g. allergies, tendency towards abnormal bleeding, epilepsy, asthma etc.]

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5. **PROTECTIVE HEADGEAR AND APPARREL:** I have been advised to wear protective footwear, long pants, and helmet at all times while I am working with and around horses. It is required that I or my child wear a protective helmet when entering the horse area. It is my understanding that a protective helmet is available and has been offered for my own or my child's safety. _____ (Initial here)
6. **CANCELLATIONS:** Failure to call or e-mail "PLF" and give at least 24 hours' notice of cancellation of a lesson will result in the participant being charged for that lesson except in cases of severe inclement weather or medical/family emergencies outlined in "PLF" policies. _____ (Initial here).
7. **RESTROOMS:** While a restroom is available, it is advisable to use the restroom prior to your lessons. Time required to secure horses and facility will result in the reduction of the scheduled lesson time. _____ (Initial here).
8. **REFUNDS:** Lesson fees go directly to the care of the lesson horses and the long-term care of the rescued foals. Our apologies but refunds will not be available for lesson packages. _____ (Initial here).

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against "PLF", its trainer for negligence, or for any defective product used while receiving training. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name

Sign Name

Date

******PHOTO RELEASE:**

I hereby _____ **DO** _____ **DO NOT** give consent for the use of photos/videos taken of me or my child on Penny Lane Foal Rescue and Training Center, LLC's Facebook, webpage, newsletters, articles, etc. Such photos or videos will be images only (without identifying names) unless express permission is given by **Initialing Here** _____.