

Holly Hill Farm Agreement and Release from Liability Contract

Please read this document carefully:

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this ____ day of _____, in the year _____, by and between Holly Hill Farm Owners, Robert and Tracy Hewlett and _____ (RIDER), and if Rider is a minor, the parent/guardian of Rider _____. In exchange for use of property, facilities, and services of Owner, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property.
3. I agree to acknowledge all of Owner's rules and regulations pertaining to any and all equine activities on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, instructors and employees are **NOT** liable for any injury to or the death of Rider and/or participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, instructors and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during the Rider's use of or presence upon Owner's property.
7. **I AGREE NOT TO SUE** Owner, Owner's stable, its agents, instructors and/or employees in association with **ANY** claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.
8. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.
9. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Louisiana.

"Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities." Pursuant to R.S. 9:2795:1

I have read and understand without question, this agreement and release of liability contract before having signed below.

X _____

Farm Owner's signature

X _____

Rider's Parent or Guardian's signature (if Rider is a minor)

X _____

Rider's signature