

WAIVER, AGREEMENT, AND LIABILITY RELEASE - Indiana

READ CAREFULLY BEFORE SIGNING

WARNING

Under Indiana law, an 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.

I agree to this agreement with Schooner Valley Stables LLC (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" in this document.)

NAME (Please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Date of Birth: _____ Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. **Consideration/Binding Effect.** I have voluntarily requested to engage in any or all of **The Activities** and I am signing this document in consideration for being allowed to engage in any or all of **The Activities** now and in the future. **I understand that although I am signing this document today, I intend for it to be valid and binding when I engage in any or all of The Activities at any time in the future and at any location.**

2. **Risks of Equine Activities.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include dangers or conditions which are an integral part of equine activities, including, but not limited to: (1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine; (2) The unpredictability of an equine's

reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals; (3) Hazards such as surface and subsurface conditions; (4) Collisions with other equines or objects; (5) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on Stable to list all possible equine-related risks in this document or at any time, now or in the future.***

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) am voluntarily agreeing to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, agree not to sue, and discharge all claims, demands, damages, legal actions, omissions, causes of action, or rights of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated) against The Released Parties, whether caused by their ordinary negligence, a violation of a provision of the Indiana Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines. (However, it is understood that I am not releasing any of these parties from liability for injuries that are directly caused by their gross negligence, willful and wanton misconduct, willful negligence, reckless conduct, or intentional wrongdoing.)

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **Stable** or by others on its behalf.

5. Helmets. I understand that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. **I am NOT relying on Stable to provide headgear, to check headgear I may wear, or to monitor my compliance with this suggestion at any time.**

6. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. Indiana law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and Schooner Valley Stables LLC (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. ALSO, I REPRESENT (please check and initial each box below):

- _____ I AM AT OR OVER 18 YEARS OF AGE;
- _____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- _____ I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- _____ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- _____ I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES;
- _____ BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND
- _____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE : _____

PRINT NAME HERE: _____

**ACCEPTED BY:
"STABLE" REPRESENTATIVE**

SIGNATURE: _____

DATE OF SIGNATURE: _____

WARNING

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