

WINDFALL EQUESTRIAN CENTER

EQUINE ACTIVITY WAIVER AND HOLD HARMLESS AGREEMENT

**WARNING! UNDER MINNESOTA STATUTES 604A.12 THE SPONSOR(S) OF LIVESTOCK ACTIVITIES ARE NOT LIABLE FOR THE INJURY OR DEATH OF A PARTICIPANT, OR A SPECTATOR IN AN UNAUTHORIZED AREA, ARISING FROM THE INHERENT RISK OF LIVESTOCK ACTIVITIES.**

**INHERENT RISK MEANS THE DANGERS ARISING FROM THE PROPENSITY OF LIVESTOCK TO BEHAVE IN UNPREDICTABLE WAYS, INCLUDING KICKING, BITING, SPOOKING IN RESPONSE TO SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS.**

WITNESS THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jennifer Collman, LLC dba "Windfall Equestrian Center" with its principal office(s) at 3843 Oakgreen Avenue North, Stillwater, Minnesota 55082 ("Management") and \_\_\_\_\_, ("Participant") residing at \_\_\_\_\_, and the parent or legal guardians thereof if a minor, \_\_\_\_\_. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees and agents; Participant, Participant's heirs, assigns, and representatives, Participant does hereby request and agree to participate in equine activities with Management.

I, \_\_\_\_\_, the undersigned have read and fully understand the "WARNING" above.

I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Equine Activity Waiver and Hold Harmless Agreement with Jennifer Collman, LLC dba "Windfall Equestrian Center" ("Management"), understanding that this Equine Activity Waiver and Hold Harmless Agreement is a waiver of any and all liability(ies). Participant understands that signing this Equine Activity Waiver and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced Equine Activity Liability Act; to include any activity, whatsoever, involving a horse or pony, including death, personal injury and/or damage to property. Participant further voluntarily agrees and warrants to release and hold harmless Management from any liability whatsoever, including, but not limited to, any incident caused by or related to Management's actions, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death, or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails, or riding ring, in any capacity; falling off of horse whether horse is bucking, flipping, spooked, or Participant's failure to understand any equine professional's directions relating to Participant's riding or otherwise use or control, or lack thereof, of Participant's horse or the horse Participant has been assigned to. Participant agrees to assume any and all risks in or arising out of Participant's use of any equipment or livestock pertaining to the rental of horses or ponies or taking riding lessons, the use of any riding ring or trails on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel. PARTICIPANT (OR PARTICIPANT'S PARENT OR GUARDIAN IF PARTICIPANT IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH PARTICIPANT'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event Participant is a minor, the parent or guardian shall further indemnify, defend, and hold Management harmless from any such claims said by minor child, regardless of any other statute of limitations or other contractual limitation of actions.

### **Inherent Risks and Assumption of Risk.**

Participant acknowledges that there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of horses and ponies to behave in such ways as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in and injury or harm or death to persons on or around them, the unpredictability of horse or pony's reaction to sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface or subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability. Participant acknowledges that equines by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear, or general unpredictability. Participant assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Participant understands the potential dangers that Participant could incur in mounting, riding, walking, boarding, feeding a horse or pony; including, but not limited to, any interactions with other equines. Understanding those risks I hereby release that Management, it's officers, directors, shareholders, employees and anyone else directly or indirectly connected with Management from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to Participant or anyone else caused by or incidental to Participant's electing to mount and ride a horse under the supervision of Management.

### **Disclosure of Abilities.**

Participant agrees that Management, Management's instructors, employees and agents has/have made reasonable and prudent efforts to determine Participant's ability to engage in equine activities, and has/have sufficient knowledge of Participant's equine and horseback riding skills as to relieve, release, and hold harmless said equine professional(s) from any continuing duty to monitor Participant's equine activities. Participant agrees to abide by and follow Management's rules and regulations, which shall be posted and/or available on Management's premises. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Participant assumes all risks therefore and warrants a full and fair disclosure of Participant's abilities and mental or physical handicaps has been made to Management.

### **Use of Horse not owned by Management.**

In the event Participant is using Participant's own horse or pony, or a horse or pony not owned by Management, Participant warrants said horse(s) shall be free from infection, or contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse or pony upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable. Participant assumes full responsibility for Participant's own horse's(s') actions. Participant shall be fully responsible for injury or death of Participant, Participant's agents, assigns, or representatives resulting from actions of Participant or Participant's own horse(s) while on Management's property or while engaged in Management's instruction or training sessions given off Management's property. During the time that the Participant's horse(s) is/are on the property of Management, Management shall not be responsible for any sickness, disease, theft, death, or injury which may be suffered by the Participant's horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Management's premises. Participant fully understands and hereby acknowledges that Management does not carry insurance on any horse(s) not owned by Management, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are not covered under any public liability, accidental injury, theft, or equine mortality insurance, and that all risks relating to horse's(s') activities on Management's premises, or for any other reason, for which the horse(s) is/are on Management's premises, are to be borne by Participant. In no event shall Management be held liable to Participant for death or injury of Participant's horse(s) in excess of \$3,000 per animal. Participant agrees to obtain equine insurance on animals valued in excess of \$3,000. Participant agrees to disclose this entire agreement to Participant's insurance company and provide Management with the company's name, address, and policy number. Failure to disclose insurance information shall be at Participant's risk.

### **Model Consent.**

Participant consents to and authorizes the use and reproduction by Management of any and all photography and videography materials taken of Participant during equine activities, horse shows, or other events hosted by Management for promotional printed

advertising, educational materials, or for any other use for the benefit of Management.

**Accident/Medical Insurance.**

Should emergency medical treatment be required, Participant's own accident/medical insurance company shall pay for all such incurred expenses. Participant's accident/medical insurance company is: \_\_\_\_\_. Participant's insurance policy number is: \_\_\_\_\_. Failure to disclose insurance information shall be at Participant's risk. Under no circumstances shall Management be held liable to Participant for obtaining emergency medical care for a Participant who has suffered illness or injury while riding, driving, or handling a horse, during an event managed or sponsored by Management, or while on Management's premises.

**Agreement Scope and Territory.**

This agreement shall be legally binding upon the registered participant and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of Windfall Equestrian Center's physical location. Any disputes by the Participant shall be litigated in, and venue shall be the county in which Windfall Equestrian Center is physically located.

**Limitation of Actions.**

Any action brought under this agreement, including for breach of contract or for loss shall be brought within one (1) year of the incident or accident giving rise to said claim or loss occurs. Participant agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering. Participant agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to know at the time of executing said release.

**Stable Rules.**

Participant undersigned hereby acknowledges receipt and understanding of the current stable rules, which are incorporated by reference in full, as if fully set forth herein. Management may revise the rules from time to time and Participant agrees any revision shall have the same force and affect as current rules. Participant agrees he/she and his/her guests and invitees will act in accordance to these rules. Participant acknowledges that Rules include but are not limited to:

- Stable Hours of Operations
- Statement of Applicable state equine liability laws
- Stable safety rules

**Changes or Termination of this Agreement.**

It is agreed by Participant and Management that this agreement may not be changed or terminated.

**Entire Agreement.**

This contract represents the entire agreement between Participant and Management. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Minnesota, and shall be enforced and interpreted in accordance with the laws of said state. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Minnesota.

**Enforceability of Contract and Severability.**

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions thereof shall be deemed

in full force and effect.

**NOTICE:**

**WINDFALL EQUESTRIAN CENTER REQUIRES THAT PROPERLY ADJUSTED AND SECURED ASTM/SEI APPROVED SAFETY HEADGEAR AND APPROPRIATE EQUESTRIAN BOOTS WITH A HEEL ARE REQUIRED WHILE RIDING OR DRIVING.**

**Both parties acknowledge that they are freely and willingly signing this agreement thereby entering and binding both parties to the agreement above described.**

Date: \_\_\_\_\_

Printed name of Participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Printed name of Parent or Guardian if Participant is a minor: \_\_\_\_\_

Signature of Parent or Guardian if Participant is a minor: \_\_\_\_\_

Management (please print): \_\_\_\_\_

Management signature: \_\_\_\_\_

**Participant Contact Information**

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

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

**Participant Emergency Contact Information**

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

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

Relationship: \_\_\_\_\_

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

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

Relationship: \_\_\_\_\_