

Release of General Liability for Riders and Horse Owners **2015**

Participant Name: _____

Clinic Venue: _____

LESLIE DESMOND

HORSE & RIDER TRAINING WORKSHOPS

***** THIS IS A VOLUNTARY RELEASE OF LIABILITY *****

IT IS ALSO A BINDING "ASSUMPTION OF RISK AND INDEMNITY" CONTRACT

YOU ARE ADVISED TO READ AND UNDERSTAND EVERY WORD OF THIS DOCUMENT BEFORE SIGNING OR INITIALING ANY PART OF IT. IF YOU DO NOT UNDERSTAND WHAT YOU HAVE READ BEFORE SIGNING, PLEASE CONSULT YOUR ATTORNEY.

YOUR SAFETY IS NOT AN OPTIOIN! To prevent dragging in the event of a fall, break-away stirrups are required on all English and Western saddles: (Western riders order online: <http://www.breakawaystirrups.com>). HELMETS REQUIRED.

I, _____, HEREBY ACKNOWLEDGE on my behalf, and on behalf of my spouse, that I have voluntarily applied to participate in instruction and training in the starting, training, selection, care, handling, riding and jumping of horses with Leslie Desmond Horse & Rider Workshops, Leslie Desmond, and/or any of the trainers and instructors employed by Leslie Desmond, such instruction to take place on the premises of Leslie Desmond /or at other locations as from time to time may be designated by Leslie Desmond or any of the trainers and instructors employed by Leslie Desmond. _____ *(Initials of first and last legal name.)*

IN CONSIDERATION for being permitted to participate today, and on all future dates, in said instruction and training, and for the use of the property, facilities and services of the individuals and entities named below, the rider, student, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ALL RISKS OF INJURY OR DEATH. _____ *(Initials of first and last legal name..)*

2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT, ON MY BEHALF AND ON BEHALF OF MY SPOUSE AND HEIRS, NOT TO SUE Leslie Desmond, and/or each and every instructor and/or trainer employed by Leslie Desmond, the clinic sponsor(s),

_____, who are hereinafter referred to as "Releasees", who are hereby released from all liability to myself, my legal representatives, distributes, guardians, executors, assigns, heirs, and next of kin, all for the purposes herein referred to as "Releasors", for injury, death or damage resulting from my participation in said instruction and/or training as a result of the unavailability of emergency medical care, negligence, or deliberate act, of the Releasees, or any employee, servant, agent or contractor of Releasees. _____ *(Initials of first and last legal name.)*

I FURTHER RELEASE AND DISCHARGE, ON BEHALF OF MYSELF AND ON BEHALF OF MY SPOUSE, Releasees from all liability to Releasors for injury, death or damage resulting from my participation in said instruction and training as a result of the negligence, or deliberate act, of any other party or parties in attendance. _____ *(Initials of first and last legal name.)*

In addition, I HEREBY RELEASE AND DISCHARGE, ON BEHALF OF MYSELF AND ON BEHALF OF MY

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SPOUSE AND HEIRS, Releasees from all actions, claims or demands Releasors now have or may hereafter have **from injury, death or damage** resulting from my participation in such activities. _____ *(Initials of first and last legal name.)*

3. I HEREBY ACKNOWLEDGE AND AGREE, ON BEHALF OF MYSELF AND ON BEHALF OF MY SPOUSE AND HEIRS, TO INDEMNIFY AND SAVE AND HOLD HARMLESS Releasees, and each of them, from any loss, liability, damage, or cost that they, or any of them, may incur due to my participation in said instruction and training. _____ *(Initials of first and last legal name.)*

I UNDERSTAND THAT IT IS THE RESPONSIBILITY OF THE RIDER TO CARRY FULL AND COMPLETE INSURANCE COVERAGE ON HIS/HER HORSE, PERSONAL PROPERTY AND HIM/HERSELF _____ (Initials).

THE FOLLOWING ACCIDENT AND/OR MEDICAL INSURANCE COVERAGE INFORMATION FOR MYSELF, OR FOR MINOR PERSON(S) FOR WHOM I LEGALLY SIGN, IS COMPLETE AND CURRENTLY IN EFFECT FOR THE PERIOD INDICATED BELOW. _____ *(Initials of first and last legal name.)*

Note: Providing the information requested below is not an optional, because in the event of an emergency, it may be required in order to admit you or your child to a hospital for evaluation and/or treatment.

Name of Policy Holder: _____

Type of Insurance Coverage: _____

Name of Company: _____

Policy Number(s): _____

Effective Dates From: _____ to: _____

Use margins if necessary.

Address / Telephone of Insurance Co.: _____

Personal or Family Physician: _____

Phone Number / Pager of Physician(s): _____

Please circle the appropriate lines and indicate rider and horse handler, where applicable. The following best describes my (or my child's) experience and ability levels, as both a rider and horse handler.

- a.) Beginner
- b.) Advanced Beginner
- c.) Intermediate
- d.) Advanced Intermediate
- e.) Experienced Rider
- f.) Professional Rider
- g.) Trainer
- h.) Instructor

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- i.) Trainer/Instructor
- j.) Clinician
- k.) OTHER _____.

I have received private or group (circle one or both) instruction to this level of ability _____.

I have not received instruction to this level of ability _____.

I have owned my own horse(s) for _____ years (total).

4. I HEREBY ASSUME, ON BEHALF OF MYSELF AND ON BEHALF OF MY SPOUSE AND HEIRS, FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees, or of any of them, or of any employee, servant, agent or contractor of Releasees resulting from my participation in said instruction and training. _____ (Initials of first and last legal name.)

5. I EXPRESSLY ACKNOWLEDGE AND AGREE that activities involving horses are very dangerous and involve the risk of serious injury and/or death and/or property damage. I understand and acknowledge the unpredictability of a horse's mind and balance and the fact that a horse may, among other things, run away, collide with a vehicle, other horse(s) or stationary object(s), bite, kick, roll, trip, rear or fall, and spook or shy as a result of people, riding equipment such as a bridle, halter, rope, saddle or saddle blanket, clothing, water, wind, shadows, trees, paper, any domestic or wild animal or bird, any motorized or non-motorized moving object, any smell, any noise, or *anything at any time, and I knowingly, fully, accept this risk as my own responsibility because I want the experience of participating in this activity in spite of these risks, on this particular horse, with this instructor, at this time.* participation in said instruction and training. _____ (Initials of first and last legal name.)

6. I EXPRESSLY ACKNOWLEDGE AND AGREE that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the land, region, state or country, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. _____ (Initials of first and last legal name.)

7. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CAREFULLY AND COMPLETELY, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN LESLIE DESMOND AND ME AND I SIGN IT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FORM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE, AND I RELY ON NONE. _____ (Initials of first and last legal name.)

FURTHER, I FULLY UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AGREE TO RELEASE ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING COURT COSTS AND ATTORNEY'S FEES, DIRECTLY ARISING FROM ANY ACTION OR OTHER PROCEEDING BROUGHT BY, OR PROSECUTED FOR, MY BENEFIT CONTRARY TO THIS RELEASE, EXTENDED TO ALL CLAIMS OF EVERY KIND AND NATURE WHATSOEVER WHETHER KNOWN OR UNKNOWN _____ (Initials of first and last legal name.)

8. I UNDERSTAND THAT MY SIGNATURE ON THIS DOCUMENT AFFECTS MY RIGHTS _____ (Initials of legal name.)

9. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED TO WEAR THE SAFEST PROTECTIVE HEAD GEAR AND HARD-SOLED, TREADLESS BOOTS WITH A HEEL. _____ (Initials of first and last legal name.)

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10. I REPRESENT AND ACKNOWLEDGE, ON BEHALF OF MY SPOUSE AND ME, THAT I CURRENTLY HAVE NO AILMENTS, PHYSICAL OR MENTAL CONDITIONS, OR PREVIOUSLY KNOWN PHYSICAL OR MENTAL CONDITIONS, THAT WOULD OR COULD BE ADVERSELY AFFECTED BY MY PARTICIPATION IN SAID INSTRUCTION AND TRAINING _____ *(Initials of first and last legal name.)*

11. IF RIDER IS USING HIS HORSE, THE HORSE SHALL BE FREE FROM CONTAGIOUS OR TRANSMISSABLE DISEASE OR INFECTION. LESLIE DESMOND RESERVE THE RIGHT TO REFUSE THE HORSE IF NOT IN PROPER HEALTH OR IS DEEMED DANGEROUS OR UNDESIRABLE _____ *(Initial of legal name.)*

12. I ALSO AGREE THAT SHOULD I BRING ANY GUESTS OR MINOR CHILDREN IN MY COMPANY ON THE BUSINESS PREMISES LESLIE DESMOND HORSE & RIDER WORKSHOPS, LESLIE DESMOND , AND/ OR AT OTHER LOCATIONS AS FROM TIME TO TIME MAY BE DESIGNATED BY LESLIE DESMOND , THEY WILL BE MY SOLE RESPONSIBILITY AND UNDER MY CONSTANT SUPERVISION; AND SHOULD ANY LIVESTOCK AND/OR PROPERTY OF LESLIE DESMOND , BE DAMAGED OR DESTROYED AS A RESULT OF ACTIONS BY SAID GUESTS OR MINOR CHILDREN, IT WILL BE MY SOLE RESPONSIBILITY TO REPLACE OR REPAIR SAID LIVESTOCK AND/OR PROPERTY. _____ *(Initials of first and last legal name.)*

13. THE UNDERSIGNED DOES HEREBY CONSENT TO ANY X-RAY EXAMINATION, ANESTHETIC, MEDICAL OR SURGICAL DIAGNOSIS OR TREATMENT AND HOSPITAL SERVICE THAT MAY BE RENDERED UNDER THE GENERAL OR SPECIFIC INSTRUCTIONS OF ANY PHYSICIAN OR HOSPITAL. IT IS UNDERSTOOD THAT THIS CONSENT IS GIVEN IN ADVANCE OF ANY SPECIFIC DIAGNOSIS OR TREATMENT WHICH MAY BE REQUIRED, BUT IS GIVEN TO ENCOURAGE THE LESLIE DESMOND HORSE & RIDER WORKSHOPS STAFF, LESLIE DESMOND AND/OR ANY OF HER OTHER ASSISTANTS AND INSTRUCTORS, HOSPITAL STAFF, AND SUCH PHYSICIAN TO EXERCISE THEIR BEST JUDGMENT AS TO THE REQUIREMENTS OF SUCH DIAGNOSIS OR TREATMENT. THE UNDERSIGNED SHALL PAY ALL FEES FOR DOCTORS, HOSPITALS, AMBULANCES AND OTHER MEDICAL CHARGES INCURRED. _____

(Initials of first and last legal name.)

I AM AWARE AND AGREE THAT THE REGISTRATION FEES FOR THIS CLINIC ARE NON-REFUNDABLE. _____

(Initials of first and last legal name.)

14. AS EVIDENCE THAT I COMPLETELY UNDERSTAND AND ACCEPT OF ALL OF THE ABOVE PROVISIONS, I VOLUNTARILY INITIALED EACH OF THE FOREGOING 16 PARAGRAPHS, FOR MYSELF, OR FOR MY CHILD, OR MINOR FOR WHOM I AM LEGALLY RESPONSIBLE,

Signature of Applicant Date

Name of Applicant (Please Print)

Street or Post Box

Town/City State ZIP

Telephone (Home) Telephone (Work)

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Participant Name: _____

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Email Address

Alternate email address

I, the undersigned parent or legal guardian of _____, in consideration of my child's participation in the workshop, instruction and/or training, agree that the terms and conditions of the Release of Liability shall be binding as to injury, death or damage to my child, his or her animals and property, arising out of his or her participation in the workshop, instruction and/or training.

Signature of parent or Guardian

Date