

Voluntary and Binding Release for Auditors

2016

Name: _____

Clinic Venue: _____

***** 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.

I _____ acknowledge that by signing this document, I am releasing Leslie Desmond, the clinician, and the clinic organizer, the host facility sponsor and the municipality, county, state and country from liability. This is a legally binding contract, with legal consequences. I have been advised to read it carefully before signing, and to consult a barrister if I do not understand what is written here. _____ (*Initials of first/last names.*)

In consideration of the Leslie Desmond, the clinic organizer, and the host facility sponsor allowing me to participate in horse related activities on this property, I hereby freely agree to and make the following contractual representations and agreements:

-- I acknowledge that horses, horse-handling, horseback riding and horse related activities all carry inherent risks of injury and damage to myself, my horse and my property. _____ (*Initials of first/last names.*)

-- I fully realize the risks and dangers of participating in horse related activities and *FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING*, by way of example, and not limitation, the following: the dangers of falling from a horse, being kicked and or bitten by a horse, having my person, my child, my pet, or other property injured by horses, my horse injured by other horses or natural objects, equipment failure, inadequate safety equipment, *THE RELEASED PARTIES' OWN NEGLIGENCE*, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with horse related activities. _____ (*Initials of first/last names.*)

-- For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest ("Successors") *I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND PROMISE TO INDEMNIFY* Leslie Desmond, and the clinic organizer, the host facility sponsor and the municipality, county, state and country, and any other property owners, horse owners, riders, auditors and/or their representatives, and assigns *FROM ANY AND ALL RIGHTS AND CLAIMS, INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE* which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in horse related activities. _____ (*Initials of first/last names.*)

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of

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this agreement, the asserting party shall be liable for the expenses, including legal fees, incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. _____ *(Initials of first/last names.)*

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. _____ *(Initials of first/last names.)*

All Auditors must provide the following information. A Parent, or Legal Guardian Must Sign for Children 18 years and Under.

Signature

Date

PRINT NAME CLEARLY

Street Address and/or Post Box

City, Village, Town

Post Code

State

Home Phone #

Cell #

IMPORTANT TO INCLUDE YOUR >>>>>

Email Address on the line above.

I, the parent or guardian of _____ in consideration of my child's participation in horse related activities, agree that their terms and conditions of the forgoing Release of Liability shall be binding as to damage or injury of my child, his or her animals and property, arising out of his or her participation in horse related activities. **I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE OF LIABILITY, AND**

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CONSENT TO ITS TERMS AND CONDITIONS FOR MYSELF AND MY CHILD, AS
EVIDENCED BY MY SIGNATURE ABOVE. _____ *(Initials of first/last names.)*