

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This **RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT** (the "Release") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between (i) \_\_\_\_\_ ("Rider"); and (ii) \_\_\_\_\_ ("Instructor")

### RECITALS:

- A. NEL Lexington Farm LLC, a Kentucky limited liability company ("Farm Owner") owns the horse riding facilities located at 1581 Lexington Road, Georgetown, Kentucky (the "Facilities").
- B. NEL Sporthorses LLC dba Stonecreek Stables, an Illinois limited liability company (the "Stable Operator") operates the Facilities pursuant to a lease from the Farm Owner.
- C. Rider and Instructor desire to use the Facilities.
- D. In order to induce the Stable Operator to permit the Rider and Instructor to use the Facilities, without such inducement the Stable Operator would not permit the Rider and Instructor to use the Facilities, the Rider and Instructor desire to enter into this Release.

### AGREEMENT:

In consideration of Stable Operator granting permission to the Rider and Instructor to use the Facilities for activities including, but not limited to, horseback riding, hacking, flat work, jumping and cross country schooling, the Rider and Instructor represent and warrant that at all times they are on the Facilities they will be in good health and not under the influence of any alcohol or other drug or other medication, prescribed or otherwise, which would impair their ability to ride or instruct in a safe and careful manner. Further, Rider represents and warrants that he/she is currently covered by a good and valid medical/ hospitalization insurance.

Rider and Instructor hereby acknowledge that neither Stable Operator nor Farm Owner shall have staff present to monitor Rider, Instructor and Rider's horse. The Stable Operator and Farm Owner shall **not** be liable for any sickness, disease, theft, injury or loss which may be suffered by the Rider, Instructor, Rider's horse, Rider's equipment, Instructor's equipment or any other cause of action whatsoever arising out of or connected in any way with the Rider and Instructor's use of the Facilities. This includes, but is not limited to, any personal injury, disability or death that either the Rider, Instructor or horse may receive while on the Facilities. The Rider and Instructor fully understand that all risks connected with the use of, and the riding upon, the Facilities are to be borne by the Rider and Instructor. Rider and Instructor represent and warrant that they understand and assume any and all risks involved in the sport of riding horses. Rider and Instructor shall defend and hold the Stable Operator and/or Farm Owner and their respective officers, members, managers, and agents harmless from any claim of loss, disappearance, theft, damage, injury, illness or death to Rider, Instructor or to Rider and Instructor's property, including the horse or horses which the Rider is riding, whether or not such claim resulted directly or indirectly by the negligent acts or omissions, gross negligence or recklessness of Stable Operator and/or Farm Owner, or their respective officers, members, managers, or agents. Rider and Instructor shall not sue Stable Operator and/or Farm Owner, or their respective officers, members, managers, or agents for any such claim. Should Rider be a minor child, the parents of the minor child agree to assume all responsibility for the child while on the Facilities and fully acknowledge and agree to accept the risks involved.

Moreover, the following conditions must be met for the Facilities to be made available for the Rider and Instructor's riding and related activities:

- 1) Should an adult Rider elect to use the Facilities without an Instructor, then Rider assumes all risks associated with doing so, including without limitation, the risk that no one may be available to administer first aid or call emergency services in the event of an accident.
- 2) The Instructor, or adult Rider if no Instructor is used, must examine the Facilities, including without limitation, the course, terrain, footing and each of the jumps, obstacles, ditches, banks, drops, and water complexes to be used by the Instructor and Rider during the schooling session, prior to the schooling by the Rider.
- 3) The Instructor and Rider accept the Facilities and all obstacles chosen to be schooled “as is and with all faults” upon inspection.
- 4) The Rider and Instructor assume all risks associated with schooling on the Facilities without limitation.
- 5) The Instructor represents that he/she is familiar with, and knows the ability of, horse and Rider and is solely responsible for the selection of suitable jumps, ditches or other obstacles on the Course to be schooled over by the Rider.
- 6) The Instructor, or adult Rider without an Instructor, is solely responsible for the monitoring, instruction and control over the horse and Rider during the entire time either or both are on the Facilities.
- 7) The Instructor, or adult Rider without an Instructor, is responsible for inspecting the Rider’s tack and safety equipment, including without limitation bridle, saddle, girth, a helmet, full safety vest, and proper footwear, ensuring that the safety equipment being used by the Rider is in full compliance with ASTM safety standards and requirements and is worn at all times on the Facilities when mounted.
- 8) All injuries to either horse and Rider must be reported to the Farm in writing within 24 hours of any such injury, or schooling privileges are subject to revocation.
- 9) All spectators, family members, and/or friends of Rider and Instructor must be supervised by Instructor, or adult Rider without an Instructor, at all times while on the Facilities.
- 10) Instructors, or adult Rider without an Instructor, must ensure that each Rider has left their schooling fee in the designated mailbox before leaving the Facilities or has otherwise paid in advance.

**WARNING Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities. KRS 247.4027**

By signing this Release, Rider and Instructor are acknowledging that they have been informed of the potential of injury, damage or death and have specifically **WAIVED THE RIGHT TO SUE** the Stable Operator and Farm Owner, and their officers, members, managers and agents even in the event of negligence, gross negligence or recklessness. Rider and Instructor further verify that no representations or promises have been made to Rider or Instructor to induce Rider or Instructor to sign this Release. Rider and Instructor further expressly agree that the foregoing Release is intended to be as broad and inclusive as permitted by law of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**[Signatures appear on the next page.]**

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

(“Rider”)<sup>1</sup>

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

(“Instructor” if applicable)

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<sup>1</sup> Parent or guardian must sign if Rider is under eighteen years of age.