



**MALINDA KREGOSKI  
EQUINE UNLIMITED  
3984 GREEN VALLEY RD  
RESCUE, CA 95672  
916 718-8662**

This **LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Equine Unlimited Inc., hereinafter designated Equine Professional and \_\_\_\_\_, hereinafter designated Participant; and, if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

- Participant is responsible for full and complete insurance coverage on his horse, personal property and himself.
- Participant understands there are **INHERENT RISKS** in and around equine activities.

These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.

- PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
- Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without lim-

itation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Equine Professional.

- Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code § 1542) 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 exist at the time of executing the release.
- Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.
- Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat and boots.
- This Contract is non-assignable and non-transferable and is made and entered into the State of \_\_\_\_\_, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.
- WARNING: Under \_\_\_\_\_ law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**  
(See specific State cites):

- Under the Illinois Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for

injury, loss, or damage to person or property resulting from the risk of equine activities.

- Under Iowa law, a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domesticated animal activities, pursuant to Iowa Code Chapter 673. You are assuming inherent risks of participating in the domesticated animal activity.
- Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.
- 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 247.401 to 4029
- Under New Jersey law, an equestrian area operator is not liable for an injury to or the death of a participant in equine animal activities resulting from the inherent risks of equine animal activities, pursuant to P.L., Chapter 287.
- Under Rhode Island law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.I Gen. Laws @ 4-21-1.

\* Alabama - Equine Activities Liability Protection Act, Arizona R.S.S. §12-553, Arkansas Stat. Ann. § 16-120-201, Colorado Rev. Stat. Sec. 13-21-119, Connecticut Gen. Stat. §52-577P, Delaware Code Sec. 8140, Florida Stat. §773 Ch. 93-169, Georgia Ch. 12 of Title 4 of the Official Code Annotated, Hawaii Code Ann. HRS §663B, Idaho Code §6-1801, Indiana Code Ann. §34-4-44, Louisiana R. S. §2795.1, Maine R. S. §4101, Massachusetts Ann. Laws Sec. 2D of Ch. 128, Michigan Equine Activity Liability Act, Minnesota Stat. §6004A, Mississippi A.L.S. 443 Sec. 95, Missouri Rev. Stat., Montana Code Ann. § 27-1-725, Nebraska Equine Activity Statute, New Hampshire R.S.A. Sec. 508:19, New Mexico Stat. Ann. § 42-13-2, N. Carolina Equine Act. Stat. Ch. 99E, N. Dakota Cent. Code, §52-10-01, Ohio Rev. Code Sec. 2305.321, Oregon ORS § 30.687, S. Carolina Art. 7, Ch. 9 of Title 47, Code of Law, S. Dakota Ch. § 42-11-2, Tennessee - Code Ann., Title 44, Ch. 20 (Acts 1992, Ch. 574, 56), Texas Ch. 87, civil practice and remedies code, Utah Code Ann. § 78-27B-101, Virginia Code Ann. § 3.1-796.130, Vermont 12 V.S.A. § 1039, Washington Rev. Code (ARCW) § 4-24-530, Wisconsin Stat. § 895.525, W. Virginia Code § 20-4, Wyoming Stat. § 1-1-121.

When the Equine Professional and Participant (and Participant's parent or guardian, if Participant is a minor) sign this contract, it will then be binding.

X \_\_\_\_\_  
Equine Professional's Signature Date

I have read and understand this release.  
X \_\_\_\_\_  
Participant's Signature Date

X \_\_\_\_\_  
Participant's Guardian's Signature Date

Address \_\_\_\_\_  
Telephone X \_\_\_\_\_