

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Ecurie Ecosse

In consideration for being permitted to purchase products and services from Ecurie Ecosse and to utilize its facilities and equipment and to engage in horseback riding and related activities (hereinafter referred to as "horseback riding").

I, _____ on behalf of myself (and my minor child _____)

Residing at _____ in _____, _____, _____ HEREBY:
[Street Address] [City] [State] [Zip]

1. Forever RELEASE and DISCHARGE Ecurie Ecosse, its directors, agents, employees, instructors and owners of the horses and stables (hereinafter collectively referred to as "Released Parties") from any and all liabilities, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of my participation in Ecurie Ecosse activities.

2. **Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

4. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of a horse, and use of saddles, bridles, equipment and gear provided to me by the Released Parties.

5. Release, discharge and promise not to sue the Released Parties for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of horseback riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Released Parties.

6. Release the Released Parties from any claim that such Released Parties were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both.

7. Indemnify, and save and hold harmless the Released Parties from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding a horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.

8. Acknowledge that all fees collected are non-refundable and non-transferrable.

9. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of New York and is intended to be as broad and inclusive as is permitted by law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I have read this document. I understand it is a promise not to sue and to release Ecurie Ecosse, it's owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to the Released Parties allowing me or my child to participate in horseback riding activities.

DATE

SIGNATURE