

301 SUMNER AVENUE
WOODBINE, NJ
08270



WOODBINEEQC@GMAIL.COM

**LIABILITY RELEASE
HOLD HARMLESS AGREEMENT**

I, THE UNDERSIGNED, IN CONSIDERATION FOR THE USE AND ENJOYMENT OF THE FACILITIES OF THE WOODBINE EQUESTRIAN CENTER ("CENTER"), AS WELL AS IN SEEKING TO PARTICIPATE IN ANY AND ALL PROGRAMS, EVENTS, COMPETITIONS, EDUCATION CLINICS AND/OR ACTIVITIES, DO HEREBY VOLUNTARILY **AGREE AS FOLLOWS:**

I. I will abide by all of the rules and regulations of the Center.

- a. The Center's high standards of professionalism are integrated into all phases of the Center's programs and activities. The conduct and attitude of all persons using the Center's facility, and their guests shall, at all times, be lawful, courteous and well-disciplined. Proper decorum shall be observed at all times.
- b. Prohibited Conduct. The following actions are PROHIBITED:
 1. Impolite or discourteous behavior directed to staff members, instructors, boarders or others.
 2. Abusive, profane or obscene language; quarreling; hazing, or indecent exposure.
 3. Mistreatment, unreasonable heavy-handedness, over-riding, or over-working of a horse.
 4. Entry of barn by unauthorized personnel.
 5. Smoking in the barn or indoor riding areas.
 6. Carelessness with, misuse or theft of, any Center property.
 7. Allowing children to interfere with Center's operations.
 8. Use of inappropriate, abusive or unauthorized training methods.
 9. Bringing dogs on the property.
 10. Use of unauthorized drugs or alcoholic beverages while on the Center's property.
 11. Engaging in any other behavior while on the Center's property that would constitute an offense under the criminal law, or tortious conduct under the civil law, of this State or of the United States.
- c. Visitors are not permitted on the Center's property without permission from an authorized agent of the Center.
- d. Young children shall, at all times, have adult supervision.
- e. At no time shall visitors or a boarder's agents or guests enter a secured fenced-in area or paddock of the Center without an authorized Center escort.
- f. An approved riding helmet and appropriate riding boots must be worn at all times during riding.
- g. The Center shall have the right from time to time to adopt and enforce safety and other rules related to the Center's property and/or buildings, which shall be strictly observed by users.

II. Release, Assumption of Risk, Waiver and Indemnification

****This document waives important legal rights. Read it carefully before signing****

I AGREE in consideration for my participation in equine activities to the following:

I AGREE that I choose to participate voluntarily in the activity with my horse, as a rider, driver, handler, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that horse sports and equine activities involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

I AGREE to release, S & H Equestrian Center LLC, Hailey Murdock & Scott Murdock, staff, and volunteers from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of employees, volunteers, S & H Equestrian Center LLC, or Hailey Murdock & Scott Murdock.

I AGREE to expressly assume all risks of Harm to my horse, or me including Harm resulting from the negligence of S & H Equestrian Center LLC Hailey Murdock & Scott Murdock.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) S & H Equestrian Center LLC, Hailey Murdock & Scott Murdock and to hold them harmless with respect to claims for Harm to my horse, or me and for claims made by others for any Harm caused by me or my horse. I have read the Rules about protective equipment and I understand that I am entitled to wear protective equipment and I acknowledge that S & H Equestrian Center LLC, Hailey Murdock & Scott Murdock strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. If I am a parent or guardian of a junior rider, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

BY SIGNING BELOW, I AGREE to be bound by all applicable terms and provisions stated above.

Signature of Participant or Parent/Guardian (Participants under 18)

Print Name of Minor (Participants under 18)

Print name of Participant or Parent/Guardian

Address of Participant:

Date

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Phone

Emergency Contact Information
Name: _____
Phone: _____

WARNING
UNDER NJ LAW, AN EQUESTRIAN OPERATION IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE/ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE/ANIMAL ACTIVITIES PURSUANT TO PL CHAPTER 287