

HoofSmart Release of Liability



Hoof Trimming
Coaching Day
a one-day workshop

Saturday June 4, 2011 9am-4pm
Cash Point Quarter Horses Ardmore, TN

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING

WARNING

Under Alabama Law, an equine activity sponsor or equine professional 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 the Equine Activities Liability Protection Act.

I agree to the following, in consideration for my participation in an event sponsored by Leitha Lee and HoofSmart:

I agree that I choose to participate voluntarily in the event as a rider, driver, handler, lessee, owner, agent, coach, trainer, or as a parent or guardian of a minor child. I am fully aware and acknowledge that horse events involve inherent dangerous risks of loss, and serious bodily injury, including, but not limited to, head injuries, trauma, broken bones, pain and suffering, or death ("Harm").

I agree to release, indemnify and hold harmless Leitha Lee, HoofSmart and the Event Location, their officers, officials, directors, employees, agents, and volunteers from claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse at the Event.

I agree to expressly assume all risks of Harm to me or my horse, including any Harm resulting from the negligence of Leitha Lee, HoofSmart, or the Event Location owners, officers, etc.

I hereby consent to and authorize the use of photographs and any other audiovisual materials taken of me or my horse during this event, for promotional or educational purposes.

If I am a parent or guardian of a minor child, I consent to the minor child's participation in the Event and agree to assume all of the obligations of the release on the child's behalf.

I have read and understand this Liability Release and agree to its terms.

Signature: _____ Date: _____

Printed Name: _____

If under 18 a Parent or Legal Guardian must sign below:

Signature: _____ Date: _____

Printed Name: _____

You may not participate in this event unless you have signed this release.

Cash Point Quarter Horse Rider / Participant Release from Liability

Please read this release carefully. By initialing where indicated and signing this release the RIDER or the RIDER'S parent or guardian indicates that they understand and agree to abide by this release.

This **RELEASE FROM LIABILITY** is made and entered into on this _____ day of _____, 20____ by and between: Ed and Bonnie Dervage, their successors, franchisees, affiliates, officers, employees, agents, managers, and the owners and handlers or RIDERS of other horses present on their property or using their facilities, hereinafter designated **CPQH (Cash Point Quarter Horses)** and _____, Hereinafter designated RIDER; and if RIDER is a minor, RIDER'S parent or guardian, _____.

RIDER or RIDER'S parent or guardian will read and initial each paragraph. The RIDER'S initials will serve to indicate that they have read, understand, agree with, and agree to abide by that paragraph. _____ RIDER'S initials.

This RELEASE FROM LIABILITY shall be binding not only upon the RIDER but also upon the RIDER'S heirs, the RIDER'S personal representatives, assigns, legal representatives, and anyone who could claim an interest through the RIDER. _____ RIDER'S or RIDER'S parent or guardian initials

In return for the use today, and on all future days, of the property and facilities of CPQH, on or off the property of CPQH the RIDER hereby expressly agrees to the following: _____ RIDER'S or RIDER'S parent or guardian initials.

1. RIDER is responsible for full and complete insurance coverage on himself, his horse, and personal property. No one employed by or associated with CPQH or any of our franchisees, affiliates, officers, employees, agents, or managers has any medical or emergency training. In the event of an accident First Aid will be given and 911 will be called. The RIDER or the RIDER'S parent or guardian will be responsible for any medical bills and transportation bills including but not limited to: Hospital bills, Doctor's bills, ambulance bills, helicopter evacuation bills, and bills for medication. _____ RIDER'S or RIDER'S parent or guardian initials.
2. RIDER understands equine activities will expose him to above normal risks and that these risks are inherent to and are an integral part of equine activities. These risks including, but not limited to:
 - (A) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;
 - (B) The unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals;
 - (C) Certain hazards such as surface and subsurface conditions;
 - (D) Collisions with other equines or objects; and
 - (E) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.
 - (F) There are special considerations, dangers and cautions necessary around stallions. Stallions will not be brought to CPQH property and facilities without the express permission of CPQH. Anyone who brings a stallion, whether permission has or has not be obtained, to CPQH is responsible for insuring all other RIDERS are aware of the stallion and for keeping that stallion under safe control.
 - (G) CPQH owns one or more stallions. Those horses are housed in the barn south east of the house. The RIDER agrees that he/she has been shown the stallion(s) and agrees not to approach those horses or bring the rider's horse in the vicinity of the any stallion except under the supervision of Ed or Bonnie Dervage. If a stallion is away from the farm at the time this release is signed the RIDER will be shown where the horse is kept and be shown the horse upon his return.

Cash Point Quarter Horse Rider / Participant Release from Liability

Please read this release carefully. By initialing where indicated and signing this release the RIDER or the RIDER'S parent or guardian indicates that they understand and agree to abide by this release.

(H) Mares, especially mares in heat have an increased tendency to be moody and sometimes disagreeable. **Most of the horses owned by CPQH are Mares.**

_____ RIDER'S or RIDER'S parent or guardian initials.

3. **RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON CPQH PROPERTY OR 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.
_____ RIDER'S or RIDER'S parent or guardian initials.
4. RIDER agrees to hold CPQH and all successors, franchisees, affiliates, officers, assigns, employees, agents, managers, and the owners and handlers or RIDERS of other horses present on their property or using their facilities completely harmless and not liable and release them from 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 RIDER'S use of or presence upon CPQH property or facilities including without limitation, those based on death, bodily injury, property damage, including consequential damages. _____ RIDER'S or RIDER'S parent or guardian initials.
5. RIDER agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. TENNESSEE CODE ANNOTATED, TITLE 44. ANIMALS AND ANIMAL HUSBANDRY CHAPTER 20. EQUINE ACTIVITIES – LIABILITY. Tenn. Code Ann. 44-20-101(1994). 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. _____ RIDER'S or RIDER'S parent or guardian initials.
6. RIDER agrees to indemnify and defend CPQH against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arises from RIDER'S use of or presence upon CPQH property and facilities.
_____ RIDER'S or RIDER'S parent or guardian initials.
7. RIDER agrees to abide by all of CPQH'S rules and regulations and to follow the directions of CPQH personnel. _____ RIDER'S or RIDER'S parent or guardian initials.
8. It is the policy of CPQH to encourage the use of a proper fitting ASTM-standard/SEI-certified equestrian helmet for all RIDERS. RIDERS, under the age of eighteen (18), are required by CPQH to wear a proper fitting ASTM-standard/SEI-certified equestrian helmet any time they are riding, handling, or in the vicinity of horses. The RIDER is responsible for providing and using protective gear; i.e. helmet and shoes with heels or boots with heels.
_____ RIDER'S or RIDER'S parent or guardian initials.
9. RIDER agrees that they have given CPQH a true and accurate representation of their riding abilities and experience level and their physical condition including any physical, mental, or emotional conditions, which might affect their ability to handle or ride a horse.
_____ RIDER'S or RIDER'S parent or guardian initials.
10. If a horse has been provided by CPQH the RIDER agrees that CPQH has discussed the horse's personality, innate characteristics, training, and spirit level and the RIDER has agreed that the horse is appropriate to the RIDER'S riding abilities, experience level and physical condition.
_____ RIDER'S or RIDER'S parent or guardian initials.

**Cash Point Quarter Horse
Rider / Participant Release from Liability**

Please read this release carefully. By initialing where indicated and signing this release the RIDER or the RIDER'S parent or guardian indicates that they understand and agree to abide by this release.

11. If RIDER is using RIDER'S own horse the horse shall be free from infection, contagious or transmissible diseases. The RIDER shall have a current Coggins test report. CPQH reserves the right to refuse to permit a RIDER to use our property or facilities if not in proper health or no current Coggins test report is presented. CPQH shall be the sole judge of whether a horse is in proper health.
_____ RIDER'S or RIDER'S parent or guardian initials.

12. CPQH reserves the right to refuse to permit a RIDER to use our property or facilities if the RIDER'S horse is behaving in a manner that may result in harm or injury to the RIDER, another RIDER, the horse, or another horse. _____ RIDER'S or RIDER'S parent or guardian initials.

13. Anyone acting in any manner deemed by CPQH personal to be dangerous or unsafe to themselves or others will be required to leave CPQH property and facilities.
_____ RIDER'S or RIDER'S parent or guardian initials.

14. This contract is non-assignable and non-transferable and is made and entered into the State of Tennessee and shall be enforced and interpreted under the laws of Tennessee. Should any clause be in conflict with State Law then that clause is null and void. When CPQH and RIDER (or RIDER'S parent or guardian, if RIDER is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
_____ RIDER'S or RIDER'S parent or guardian initials

15. Because the arena and stall area are incomplete there are several additional hazards present on CPQH property. I have been shown or told about those hazards including but not limited to: On each post of the arena are several square tabs on the outside and several bolts on the inside. These are in a location that could injure a RIDER or horse. There are several piles of construction debris around the arena. There is a welder in the hall area of the arena. The bracing wires of the arena present a hazard to a horse or RIDER who might be thrown over the arena wall. The east end of the arena has no fencing or wall. The door openings in the west end of the arena have no doors and are only openings. Horses may try to leave the arena through these openings and this may cause injury to the RIDER or the horse. Also the horse may be frightened by these openings particularly when the afternoon sun is shining through them due to limitations of the horse's eyes in high contrast situations. In the pasture around the arena there are several holes dug by wild animals, particularly along the tops of the terraces. Several of the fences on the back of the property are barbed wire.
_____ RIDER'S or RIDER'S parent or guardian initials.

16. Located in the barn across the drive from the arena there are numerous pieces of farm machinery stored along with normal farm equipment, parts and tools. RIDERS will not ride, or take their horses in the area of this machinery as it presents a hazard to both horse and RIDER. Children will not be allowed in this barn. Also in this barn there are stacks of hay. Children will not be allowed to play or climb in or on those stacks.
_____ RIDER'S or RIDER'S parent or guardian initials.

17. I have read and understand the following notice:

WARNING
Under Tennessee Law, an equine professional 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 Tennessee Code Annotated, title 44, chapter 20.

_____ RIDER'S or RIDER'S parent or guardian initials.

