

## Hold Harmless Agreement

This Hold Harmless Agreement ("Agreement") is between the following Boarder \_\_\_\_\_ or \_\_\_\_\_ Student ("Boarder/Student") \_\_\_\_\_ and Baskin Farm ("Boarding Barn/Trainer"). The Boarder/Student agrees to the following:

1. All references to Boarder or Student shall mean the owner or rider of a horse on which lessons are being taken while on the premises of the Boarding Barn.
2. All references to the Boarding Barn/Trainer shall mean the owners, operators, employees, students, and agents of Baskin Farm as well as the owner and family of the property and buildings where Boarding Barn is located.
3. The Boarder/Student has inspected the premises and buildings and found them free of debris and agrees that, if he/she should discover any defect which may cause harm or injury to any person or horse, he/she will notify the Boarding Barn/Trainer immediately. The Boarder/Student agrees to exercise sound discretion throughout the barn, if Boarder/Student feels unsafe will immediately alert Boarder Barn Trainer.
4. The Boarder/Student will not cause damage to the stable or premises; however, in the event anything is damaged, he/she will notify the Boarding Barn/Trainer immediately.
5. The Boarder/Student will notify Boarding Barn/Trainer personnel immediately in the event of any accident of any kind whatsoever, whether involving the premises, buildings, animals, or personal property.
6. The Boarder/Student hereby assumes all risks of personal injury or property damage to himself or herself, caused by the negligence of the Boarder/Student or the Boarding Barn/Trainer, or other damages, including equipment failure, animal injury, unseen hazards on the property, and other claims, such as products liability, strict liability, premises liability. The Boarder/Student will hold and save the Boarding Barn and the Trainer harmless and will immediately provide a legal defense for any claims for damages of any kind or nature, thereof caused by the Boarder/Student or his/her horse while on the premises of the Boarding Barn, or by the negligence or other conduct of the Boarding Barn/Trainer except those caused by the reckless and/or intentional conduct of the Boarding Barn/Trainer.
7. The Boarding Barn shall take precautions to protect the personal property, horse and safety of the Boarder/Student and guests, but assumes no responsibility for loss of personal property or loss, injury, or death of a horse or any Boarder/Student from any cause including, but not limited to,

fire, theft, burglary, vandalism, storm, hail, rain, ice, accident or any other occurrence.

8. The Boarding Barn shall exercise such diligence with respect to the care of the Boarder's horse(s) as is customary among boarding barns in general, but the Boarding Barn, its owners, agents and employees shall not be responsible for any disease, accident, sickness, or death of the Boarder's horse(s).

9. The Boarder/Student recognizes that horses and horse-related activities are by nature dangerous. The Boarding Barn, its owners, agents and employees are in the business of boarding, breeding, raising, training, riding and showing horses. Horses can be dangerous. Horses bite, kick, strike out, buck, rear and do many other things that can be dangerous and harmful to themselves and/or to other animals or to humans. In addition, some fences have electrically charged wires. Climbing on, over, through fences and gates can be dangerous. Placing hands, arms or other parts of your body in, through, over or near any fence or corral may result in injury. Riding of horses may result in injury. By entering these premises, you are hereby recognizing that you are placing yourself in potential danger. YOU hereby waive any right YOU have against ("Boarding Barn"/"Trainer, for any damage or injury that YOU or MINOR CHILDREN escorted BY YOU anywhere on these premises. YOU acknowledge that he/she understands that YOU are placing YOURSELF and/or minor children in a potentially dangerous situation freely and of YOUR own volition and accept ALL the risks of that situation.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If minor, Parent/Guardian required)

Name \_\_\_\_\_

E-mail \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_

Allergies/Known medical conditions \_\_\_\_\_