

Rosewood Farm and Janet Keesling Stable

This RELEASE FROM LIABILITY is made and entered into on this ____ day of ____, 20____ by and between Janet Keesling, Cheryl H. Woosley and Carolyn Shepherd, hereinafter designated OWNER/INSTRUCTORS and _____, hereinafter designated RIDER; and if Rider is a minor Rider's parent/guardian, _____. In return for the use today, and on all future days of property, facilities and services of the Owner/Instructors, the Riders, his heirs, assigns and legal representatives hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
2. Rider understands there are risks in and around equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON OWNER/INSTRUCTOR'S PROPERTY AND FACILITIES including without limitations or omissions but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horse or stationary objects, fire or explosion, the unavailability of emergency medical care and/or the negligence and or deliberate act of another person.
4. Rider agrees to hold Owner/Instructor and all successors assigns, subsidiaries, franchisees and 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 Rider's use of or presence upon Owner/Instructor's property land facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wonton gross negligence of the Owner/Instructors.
5. Rider 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 extend to claims, material or otherwise, which the person giving the release does not know or suspects exists at the time of executing the Release.
6. Rider agrees to indemnify and defend Owner/Instructors against, and hold harmless from any and all claims, causes of action, damages, judgments, cost or expense, including attorneys' fees which in any way arises from Rider's use of or presence upon Owner's/Instructors property and facilities.
7. Rider agrees to abide by all Owner's/Instructor's rules and regulations.
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Owner/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
9. **WARNING – UNDER INDIANA LASW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES.**
10. Helmets must be worn when riding, driving or lunging a horse, if Rider refuses they may be considered negligent by the insurance carrier in the event of accident or injury.
11. NO REFUNDS FOR ANY REASONS, NO EXCEPTIONS.
12. Rider must call to cancel eight (8) hours before lesson to avoid being charged for missed lesson. Example: Pre-noon lessons require notice before 10 p.m. the previous day. Afternoon lessons require notice before 8 a.m. the day of the lesson.
13. Lessons must be taken within six (6) months of purchasing a lesson package. Example: Lessons bought on May 1 must be completed by November 1.
14. This Contract is non-assignable and non-transferable and is made and entered into in the State of Indiana, 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. When the Owner/Instructor and Rider and Rider's parent or guardian (if Rider is a minor) signs this contract, it will be binding on both parties subject to the above terms and conditions.
15. **Helmets left sixty (60) days after Rider's last lesson become the property of the stable.**

I have read and understand this release:

Rider's Signature _____

Rider's Parent or Guardian Signature if Rider is a Minor _____

Owner's/Instructor's Signature _____

Rider's Address _____ City _____ State/Zip _____

Home Phone _____ Work Phone _____ Other Phone _____

I have read and received a copy of this Release. _____ (Please initial)