



NORTHWOODS FRIESIANS

-25247 STATE HIGHWAY 4, SLEEPY EYE, MN 56085-

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO PROSECUTE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; ITS OWNER, EMPLOYEES, VOLUNTEERS, AND AGENTS (“THE RELEASED PARTIES”).

INDIVIDUALS UNDER THE AGE OF 18 YEARS MUST HAVE A PARENT OR LEGAL GUARDIAN’S SIGNATURE ON THIS DOCUMENT PRIOR TO EVENTS.

I, _____ (and my minor child _____), hereinafter
PARENT OR LEGAL GUARDIAN NAME (Print First and Last) MINOR’S NAME (Print First and Last)
the “Undersigned,” reside at _____, in _____,
STREET ADDRESS CITY
_____, _____ and my phone number is (_____) - _____ - _____.
STATE ZIP CODE

In consideration for allowing Undersigned (or Undersigned’s minor child) to handle and/or ride a horse and/or be in close proximity to a horse(s) and on behalf of Undersigned, Undersigned’s child and/or Undersigned’s personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. **ACKNOWLEDGE THAT A HORSE MAY, WITHOUT WARNING OR ANY APPARENT CAUSE**, buck, stumble, 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 or other tack used may loosen or break – all of which may cause a rider to fall in any direction or be jolted, a person to become pinned or flung in any direction, resulting in serious chronic or acute injury or death to the Undersigned or any person within close proximity of a horse(s). There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance System) of 2019 statistics, 16.5% of the injuries reported as a result of horse-related activities require a hospital and/or DOA. Horse-related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. Undersigned may be participating in an experience in an uncontrolled and unfenced areas such as but not limited to road ditches, driveways, trails, yard, roads, pathways, going through tall plants or foliage and/or fording water sources or of unknown footing or depth.

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 behavior of horses, and regardless of their training and past performance. **NO HORSE IS A COMPLETELY SAFE HORSE.**

3. VOLUNTARILY ASSUMES THE RISK AND DANGER OF INJURY OR DEATH inherent in the participation of equestrian activities, including but not limited to, handling or riding of a horse, use of tack or equipment, protective equipment, and use of a riding location provided to me by NorthWoods Friesians, hereinafter referred to as the Stable. Undersigned further assumes the risk and danger associated with being in close proximity to a horse(s) or on the premises of the Stable. Undersigned further assumes the risk associated with the failure to wear a protective helmet when riding or handling a horse, and the risk associated with the use of saddles, bridles, equipment and gear provided to Undersigned by any of the Released Parties or Stable.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing business under its own name or any other name and/or any of its owners, volunteers, employees and agents (hereinafter the “Released Parties”), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) or cost to Undersigned or Undersigned’s child arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the Facility or due to the failure to wear a protective helmet when riding or handling a horse, and/or use of saddles, bridles, equipment and gear provided by any of the Released Parties or Stable.

5. RELEASE THE RELEASEES from any claim that such Released Parties are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles or other riding or horse handling equipment, instruction or riding skills or leading and supervising riders, guests, or other individuals present.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable, owner, its employees, volunteers and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of volunteers or other employees or agents or Released Parties.

7. THE UNDERSIGNED EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IS GOVERNED BY THE STATE OF MINNESOTA AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY MINNESOTA LAW and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. AGREES TO ABIDE BY AND FOLLOW ANY INSTRUCTIONS GIVEN OR RULES established by the Released Parties and Stable for any and all equestrian activities and/or equestrian-related activities at any point at any time to maintain the safety and security of all participants and parties. Refusal to comply will result in immediate dismissal of the Undersigned either temporarily or permanently from participating in any future events at the Stable.

9. AGREES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS THE FOLLOWING LANGUAGE OF SECTION 604.055 WAIVER OF LIABILITY FOR NEGLIGENT CONDUCT OF THE MINNESOTA CIVIL CODE which states that *“Pursuant to Minn. Stat. § 604.055, effective August 1, 2013, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.”* Having reviewed this provision, the Undersigned, nonetheless voluntarily releases the Released Parties and Stable from any and all liability for claims arising out of the matters set forth herein. The Undersigned understands the word “claims” to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

10. **ACKNOWLEDGE THAT THIS DOCUMENT IS A CONTRACT** and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, volunteers, or Released Parties for any injury, death, or damages in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

11. **STATE THAT I AM NOT** now pregnant and that I have no history of epileptic seizures, heart condition or any other ailments, impairments, illnesses, or injuries that could be effected or exacerbated by horseback riding, handling of horses, or being in the presence of horses or other equines that may result in serious injury or death.

12. **STATE I AM NOT UNDER ANY THE INFLUENCE** of any prescription or recreational drug or alcohol or any other substances that may impede my judgement, performance, or safety for myself or putting others at risk during horseback riding, handling of horses, or being in the presence of horses or equines that may result in injury or death.

13. **UNDERSTAND THAT THE STABLE MAY SUE FOR DAMAGES** to property, equipment, or for the injury or death of a horse(s) directly caused by the Undersigned's purposeful and deliberate negligence.

14. **IT IS RECOMMENDED THAT ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE FOR USE AT ANY TIME AND HAS BEEN OFFERED FOR MY OWN SAFETY. ALL HELMETS AT THE STABLE ARE ASTM/SEI CERTIFIED. ALL RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR A HELMET – NO EXCEPTIONS.**

ADULTS (18+) ONLY:

- I decline to wear a helmet offered by the Stable: _____
INITIALS
- **OR**
- I decline to wear a helmet offered by the Stable and have brought my own: _____
INITIALS
Helmet Make/Model/Size/Rating: _____

I, the Undersigned, have read this Release And Waiver Of Liability, Assumption Of Risk, And Indemnitee Agreement. I, the Undersigned, understand it is a promise not to sue and to release and indemnify the Stable, its owner, employees, volunteers, agents, and Released Parties for any and all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Released Parties allowing me, the Undersigned and/or my child to participate in equestrian activities, including but not limited to handling or riding a horse or being in close proximity to a horse. I, the Undersigned, have concluded that the risks involved, and the Release and Waiver of Liability is worth the pleasure of the equestrian activities experience and acknowledge that the same is valuable consideration for this Release and Waiver of liability.

ADULT, PARENT, OR LEGAL GUARDIAN SIGNATURE

DATE

NORTHWOODS FRIESIANS OWNER'S SIGNATURE

DATE

