

## RELEASE AND WAIVER OF LIABILITY Assumption of Risk and Indemnity Agreement

IN CONSIDERATION for allowing \_\_\_\_\_, (name of applicant wishing to participate in equestrian activities at Abderry)

Address \_\_\_\_\_

Tel: \_\_\_\_\_ E-mail \_\_\_\_\_

to participate in the equestrian activities, including but not limited to riding, I agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. On behalf of myself and my personal representatives, estate, heirs, assigns, and next of kin do hereby forever release, waive, discharge and covenant not to sue, **ABDERRY EQUINE SERVICES LTD**, RD 4 Pukekohe NZ or any of its officers, directors, instructors, principals, agents, employees, or affiliates (hereinafter the "Released Parties") from all liability for personal injury, property damage or wrongful death, however caused, arising out of, or related to, the equestrian activities that I, personally, or as parent (s) and/or guardian (s) of my child participate in, any training or instruction received, arising out of facilities and equipment, including the negligence of the released parties, whether active or passive. The undersigned does hereby affirm, acknowledge, and understand that I have been informed that Equestrian activities, including horseback riding, ARE POTENTIALLY DANGEROUS ACTIVITIES which involve certain inherent hazards and risks and no amount of care, caution, instruction or expertise can eliminate the inherent dangers.

### By signing this document, I am confirming my understanding of the following:

I affirm and recognize that there are **SUBSTANTIAL RISKS** involved in horseback riding and equestrian activities which include, **but are not limited to**, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death. Horses are unpredictable and they may react to the conduct and actions of other riders and persons. Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noises, vehicles, other animals, or objects. Equestrian activities involve equipment that may break, fail, or malfunction. Other riders / horse handlers may not control their animals, ride or handle their horses within their ability, and cause a collision or other consequence.

Equestrian activities may be conducted in areas which are subject to constant change in condition according to weather, temperature, and natural and man-made changes in the landscape, where objects are not marked and hazards may not be visible where trails are not groomed, maintained or controlled; where weather is changeable, unpredictable and dangerous; and where lightning, thunder, beehives, streams, creeks, fallen timber wild animals and other natural hazards and dangers exist. I affirm and recognize that there are other risks, hazards and dangers that are integral to equestrian activities. I further affirm that the description of the risks in this document are not complete and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.

I affirm that I have inspected the facilities and I am satisfied that all premise conditions are reasonably safe for the intended purpose and usage I expressly acknowledge that the staff and employees of **ABDERRY EQUINE SERVICES LTD** are not employed for the purpose of determining whether my riding and/or horse handling ability is sufficient for my horse, nor is the staff of **ABDERRY EQUINE SERVICES LTD** on the premises to ensure that I exercise the proper standard of care around the horses or other animals. I expressly acknowledge that I have been warned and advised by **ABDERRY EQUINE SERVICES LTD** that I must purchase and wear protective headgear which meets or exceeds the quality standards of the ASNZ3838 approved equestrian helmet at all times while riding. I understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries; however, I affirm and acknowledge that the equestrian helmet may not prevent injuries in all circumstances.

I expressly acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** and therefore agree that this Release and Waiver of Liability, Assumption of Risk and indemnity Agreements extends to all acts of negligence, whether active or passive, by the Released Parties and is intended to be as broad and inclusive as permitted by the laws of New Zealand. I agree to release and forever discharge the **Released Parties** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the equestrian activities

I **HEREBY** agree to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or by anyone on my behalf, personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horseback riding related activities that I may engage in or any other related equestrian activities for whatever period said activities may continue, whether caused by negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim of any kind against the Released Parties as a result of any damage, injury, paralysis or death, or my property and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of my participation in the equestrian related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand. I agree that any provision of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed to be severed and deleted and neither shall such provision, its severance or deletion, affect the validity or the remaining provisions of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement.

I understand the nature of the equestrian activities, my experience and capabilities and believe that I am qualified, in good health, and in proper physical condition to participate in such activity. I have read this consent and agreement, release and waiver of liability, assumption of risk and indemnity agreement; I fully understand its terms, and understand that I have given up substantial rights by agreeing to it. As parent(s) and/or legal guardian(s), I/we are signing this document on behalf or myself and my heirs. I have agreed to this release and waiver of liability freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and I understand that this document represents a legal contract.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

If the user of the facilities is a minor i.e., person under 18 years of age, then parent or guardian must also sign this document.

I, \_\_\_\_\_, parent or legal guardian of the above signatory acknowledge that I have read and understood this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement and I agree to abide by these conditions.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_