



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

• GAME FARM LLC & STABLE LIVING LLC •

THIS FORM MUST BE COMPLETED BY ALL CLIENTS BEFORE SESSIONS BEGIN

As of the date signed below, this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT (the "Agreement") is entered into by GAME FARM, LLC & STABLE LIVING, LLC, collectively defined throughout this document as Kristin "Kippie" Palesch, her immediate family, heirs and representatives, other principals, trainers, therapists, employees, contractors, volunteers, members, agents and assigns ("Company") at 680 Game Farm Road North, Minnetrista, MN 55359 and:

_____ ("Participant").

Participant and Participant's legal guardian (if under 18 years of age) must review and sign to confirm their understanding and agreement (collectively also referred to as "Participant"):

Participant's Name _____

Participant's Legal Guardian (if minor) _____

Street Address _____

City/State/Zip Code _____

Emergency Contact Name _____

Emergency Phone _____

Other EmergencyPhone _____

By signing below, Participant agrees to assume the risk associated with horses, handling and riding horses both to Participant and their horse, and Participant also agrees that they are *giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage arising out of your presence and/or participation in equine activities at the Company, including injury, death, or property damage arising out of the negligence of the Company.* If you have any questions about the meaning of the legally binding contract, please feel free to ask your attorney.

In consideration for and in favor of GAME FARM, LLC & STABLE LIVING, LLC for allowing Participant to be on the premise of the Company and participate in activities, Participant voluntarily agrees to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT and hereby agrees to personally assume the risks associated with horses.

Participant is participating voluntarily in handling and/or riding horses. Participant understands and is fully aware that being around horses involves inherently dangerous risks of serious injury or loss to Participant, or Participant's personal property.

Such inherent risks include but are not limited to inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses.

Participant hereby releases, waives, and forever discharges (i.e. Participant waives the right to sue and possibly receive monetary damages) the Company for all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Participant's physical body or personal property - resulting during Participant's presence on the Company's premises and any activity involving the Company's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Company or any of the other parties listed above.

Participant assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold the Company and all of the other parties listed above harmless for any liability thereof as set forth herein.

Participant is participating voluntarily in activities which take place on a horse farm and understands that there are risks inherent with being on a farm.

Such inherent risks include but are not limited to: interaction with livestock either currently present on the farm or later acquired; interaction with pets such as dogs and cats, either currently present on the farm or later acquired; farm employee operation of machinery such as, but not limited to, snowplows, tractors, rakes, ATVs, or construction equipment; uneven or unstable ground; icy conditions and other effects of nature; and other risks incident to being on or around farm property.

Participant hereby releases, waives, and forever discharges (i.e. Participant waives the right to sue and possibly receive monetary damages for) the Company for all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Participant's physical body or personal property - resulting during Participant's presence on farm so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of the Company or any of the other parties listed above.

Participant assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Company and all other parties listed above harmless for any liability.

Participant understands that horses and livestock are dangerous, and may bite, kick, spook, trample, causing Participant to be injured. Equine activities are considered inherently high risk and such risks include serious injury and death. Such risk may be increased should Participant participate in mounted equestrian activities but are not solely limited to mounted dangers.

Participant agrees to remain in authorized areas, which are limited to the main barn, tack room and arena. Participant agrees to avoid any work areas, including but not limited to equipment storage areas, tillable land, or any other areas designated verbally or in writing by the Company.

The Company and Participant recognize that being around horses inherently carries risk. To minimize that risk, safety is first and foremost. The use of helmets is mandatory for all Participants while riding horses whether owned or leased by the Company, Participant, or any other party.

Please read and initial each of the following sections.

a. **Helmets and Safety Gear.** I understand that it is at my own risk that I choose to wear or not to wear a riding helmet and to utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself if I choose to wear or not wear a riding helmet or other appropriate safety gear. If Participant is under 18 years of age, the Participant is required to wear a helmet when riding, the parent and the Participant must also sign this agreement.

Participant Initial: _____ **Legal Guardian Initials:** _____

b. **Attire.** I hereby agree to wear long pants when riding horses; wear shoes with a hard sole, closed toe, and heel; and to remove any dangling jewelry or any other loose items that may put me at risk. I accept full responsibility for accident or injury to myself if I choose to wear or not wear the above attire.

Participant Initial: _____ **Legal Guardian Initials:** _____



c. **Horses are Inherently Dangerous.** I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown, whether I am or am not wearing a helmet, safety gear or recommended attire. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I or my therapist have, and no matter what the situation. I agree and understand the Company cannot control the horses that it owns or boards, and that I shall release and hold harmless the Company from any injury arising out of or related to equine activities at the Company's facilities.

Participant Initial: _____ **Legal Guardian Initials:** _____

d. **Inclusive Facility.** I understand that Stable Living, LLC provides services for people of all ages and levels of physical, mental, emotional ability. I will be respectful of persons with physical disabilities, special needs and/or behaviors that are different from my own.

Participant Initial: _____ **Legal Guardian Initials:** _____

e. **Behavior or Special Accommodations.** I will notify my therapist of any medical conditions, behaviors specific to me, or special accommodations that I may need that may impact my participation in activities or therapy.

Participant Initial: _____ **Legal Guardian Initials:** _____

f. **I am Responsible for My Own Conduct.** I understand that I will ride and/or handle the horse, and will conduct myself at my own risk and with proper courtesies while I am on the Company's property.

Participant Initial: _____ **Legal Guardian Initials:** _____

g. **Death or Injury to Horse.** The Company will not be held responsible for injury or death of Horse absent gross negligence on their part.

Participant Initial: _____ **Legal Guardian Initials:** _____

h. **Death or Injury to Person(s).** The Company will not be held responsible for injury or death of participant, client or contractor, or their assigns, affiliates, agents, parents, family, guests or friends absent gross negligence on their part.

Participant Initial: _____ **Legal Guardian Initials:** _____

i. **Social Media & Photographs.** I understand that posts to any/all social media including photos, comments or other references to any animal or person at the facility is prohibited without express permission of the Company or written permission from the person or horse's owner referenced.

Participant Initial: _____ **Legal Guardian Initials:** _____

j. **Guests, Release and Waiver of Liability, and Assumption of Risk.** I take full responsibility for any guest that I may bring onto the property and will not hold the Company responsible for accident or injury to my guests, including parents or other family members.

Participant Initial: _____ **Legal Guardian Initials:** _____

k. **Hold Harmless, Defend and Indemnify.** Participant agrees to defend, indemnify, save and hold harmless the Company and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Participant's use of the Company, presence at the Company's facilities, Horse's conduct, Participant's use or access to Horse, or Participant's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Participant Initial: _____ **Legal Guardian Initials:** _____



I. **Consent to Emergency Treatment.** Participant recognizes that Participant is participating in an activity where there are inherent risks that may render emergency treatment necessary. In the event of an emergency where Participant is incapacitated or otherwise unable to give consent, Participant hereby consents to and agrees to bear the costs of administration of emergency services by paramedics or other medical professionals. Participant additionally consents to administration of emergency treatment by the professionals at the Company until such a time as paramedics or other medical professionals become available.

Participant Initial: _____ **Legal Guardian Initials:** _____

STATUTORY NOTICE:

Minnesota Stat. 604A.12: Inherent risk of livestock activities means the dangers or risks arising from the propensity of livestock to behave in unpredictable ways, including, but not limited to, kicking, biting, spooking, and rearing in response to sound, sudden movement, unfamiliar objects, persons, and other animals.

This release is given on behalf of Participant, Participant's spouse, Participant's legal representatives, administrators, executors, heirs, and assigns. **This release is an ongoing release and remains in effect until Participant has revoked it in writing.**

Read this agreement carefully before signing it. Your signature below indicates your understanding of and your agreement to its terms. Participant hereby acknowledges and affirms that he/she has carefully read the contents of this document, understands its meaning, and has voluntarily executed the same.

- 1. **Notice.**
 - a. **Notice to Company.** All notices must be in writing and delivered to Company at the following address, in a manner which provides proof of delivery: Stable Living, LLC, Kristin "Kippie" Palesch, 680 Game Farm Road North, Minnetrista, MN 55359.
 - b. **Notice to Participant.** All notices must be in writing and delivered to Participant at Participant's address listed above in this agreement, in a manner which provides proof of delivery.
- 2. **Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.
- 3. **Entire Agreement.** This 4 page Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Participant's Printed Name _____

Participant's Signature _____

Dated _____

Participant's Legal Guardian's Signature _____

Dated _____

