

WAIVER OF RESPONSIBILITY AND/OR LIABILITY

THE FOLLOWING IS A LEGAL WAIVER AND, BEFORE EXECUTING THE SAME, YOU SHOULD FEEL FREE TO CONTACT YOUR ATTORNEY. IF THE INDIVIDUAL EXECUTING THIS IS UNDER THE AGE OF 18 YEARS OLD IT IS NECESSARY FOR IT TO ALSO BE SIGNED BY SAID INDIVIDUAL'S PARENT/GUARDIAN.

WOLCOTT FARMS 4 SEASONS OF FUN LLC, located at 4085 Quakertown Road, Warsaw NY 14569, is available to riders who wish to enjoy the finer aspects of guided instructional horseback trail riding and the improvement of horsemanship skills.

HORSES ARE LARGE AND POTENTIALLY DANGEROUS ANIMALS.

Horsemanship in all its respects can lead to **serious injury, sometimes even causing death**, to horse and to human.

Wolcott Farms 4 Seasons of Fun LLC (aka "the proprietor") shall take every precaution to remove all risk associated with defective property or dangerous horses. However, many such defects can be hidden from time to time, and Wolcott Farms 4 Seasons of Fun LLC may not be aware of them. In the event that the Wolcott Farms 4 Seasons of Fun LLC is unaware of any defects in its facilities, services or animals, by this written instrument **you are waiving any claim of liability** on the part of Wolcott Farms 4 Seasons of Fun LLC.

Wolcott Farms 4 Seasons of Fun LLC shall do everything within its ability to remove all such risks, but it is by this instrument it is acknowledged by the signatory hereunder or the signatory's parent/guardian, that **the proprietor cannot remove all risks associated with horseback riding**. Therefore, it is understood by the rider and the signatories of this instrument that horseback riding is a dangerous activity and, therefore, **you ride at your own risk**.

Further, it is the agreement of the parties that any injury to a horse resulting from the rider's carelessness, willful misconduct or ignorance is the sole responsibility, financially and legally, of that rider and/or the boarder.

You also agree by signing this document to follow all reasonable requests of any more experienced rider or the owner and operator of Wolcott Farms 4 Seasons of Fun LLC. Again, this is a legal instrument and it is always best when executing a legal instrument to have it read over by your attorney. The following should be executed after you have duly considered the consequences of engaging the proprietor's services. If you are under 18 years of age, your legal guardian must execute this agreement for you.

PLEASE PRINT AND SIGN YOUR NAME[S] ON THE REVERSE SIDE

THIS WAIVER IS BINDING UPON THE SIGNATORY, HIS/HER ESTATE AND/OR ASSIGNS IN PERPETUITY, WITH NO LAPSE OR EXPIRATION DATE. NO RENEWAL OF THIS AGREEMENT SHALL BE REQUIRED.

Signature[s]:

ALL RIDERS SHALL BE LISTED HERE, INCLUDING MINORS

Printed Name[s]:

Dated: _____

Complete Street Address _____

Town _____ State _____ Zipcode _____

Telephone No. _____

Email: _____

Date[s] of Birth _____

If Person Signing Above Is UNDER 18 YEARS OF AGE, Permission of a Legal Guardian is Required:

Signature of Parent/Guardian _____

Printed Name: _____

Dated: _____

HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM

(PLEASE READ THOROUGHLY BEFORE SIGNING)

WOLCOTT FARMS 4 SEASONS OF FUN LLC STABLE (aka "THIS STABLE") IS HEREBY HELD FREE OF INDEMNITY FOR UNFORSEEABLE CIRCUMSTANCES WITHIN THE SCOPE OF ITS BUSINESS OR THE NEGLIGENCE, WILLFUL OR OTHERWISE, OF ITS PATRONS.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

We only offer guided instructional horse trail riding programs.

Registration Of Riders And Agreement Purpose-IN CONSIDERATION of the payment and fee and the signing of this agreement, the following listed individual, and if a minor, the parent/legal guardian(s) thereof, does hereby agree to hire from THIS STABLE's horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates on which horsemanship activities may take place on THE STABLE's premises.

RIDER'S NAME _____ **AGE** _____

**Does this rider have any Disabilities and/or special needs, which may affect his/her safety and ability to ride a horse, of which we should be aware? YES or NO. If yes, specify in detail:

PLEASE INITIAL EVERY LINE AFTER READING:

Agreement scope, territory and definitions: This agreement shall be legally binding upon me and the registered rider and the parents/legal guardians thereof if a minor, my heirs, estate and assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of New York State and the county of THIS STABLE'S physical location. Any dispute by the rider shall be litigated in a venue of the county where THIS STABLE is physically located. If any clause, phrase, or word is in conflict with state law, then such single provisions are null and void and the remainder of this contract shall be read as exclusive and substantively preserved. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling horses, ponies, mules or donkeys, whether from the ground or mounted. The term "RIDER" herein shall refer to a person who rides a horse mounted or otherwise handles or knowingly comes within potential physical proximity of a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered rider and the parents/legal guardians thereof if a minor.

Activity Risks Classification: I understand that Horseback Riding is legally classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that 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 Systems of United States Consumer Products), horse activities rank 64th among activities resulting in injuries that require a stay at U. S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/We further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is *defined as follows*: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA OF REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

Nature Of Stable Horses: I UNDERSTAND that THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and furthermore, that THIS STABLE follows a rigid risk reduction program. Yet I acknowledge that no horse is completely safe. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than humans. If a rider falls from horse to ground, it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger.

Rider Responsibility: I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and, if the rider is pregnant, that of an unborn child. THIS STABLE advises pregnant women not to ride horses unless permission is given by a physician.

Conditions Of Nature: I understand that THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects, or reptiles which may walk, run, fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in conditions according to weather.

Natural Loosening of Saddle Girths- I understand that saddle girths may loosen during a ride. If a rider notices this, he/she must alert the nearest guide as quickly as possible so that action can be taken to avoid slippage of the saddle and a potential fall from the animal.

Medical Costs and Insurance: I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My insurance company is _____ Policy number _____. I further agree that no express or implied limitations on any insurance policy I may carry will be construed as placing responsibility for medical costs on THE STABLE.

PROTECTIVE HEADGEAR MUST BE WORN AT ALL TIMES. THE STABLE WILL PROVIDE RIDERS WITH HEADGEAR, BUT DOES NOT GUARANTEE ITS EFFECTIVENESS.

LIABILITY RELEASE: I agree that in consideration of THIS STABLE allowing my participation in this activity under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrator(s), personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employee, representatives, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE and/or its ASSOCIATES' ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of non-economic losses due to property damage, bodily injury or death sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of THIS STABLE.

SIGNER'S STATEMENT OF AWARENESS: I/WE understand, and have read the foregoing agreement, warnings, release and assumption of risk. I/WE further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

ALL RIDERS AND PARENTS/LEGAL GUARDIANS MUST SIGN BELOW
Complete address and Phone number below is requested.

Signature of Rider _____

Parent/guardian _____

Date _____

Contact Information: _____
