

BIRTHDAY PARTY RELEASE FORM

This release of liability is made and entered into on this _____ day of _____, 200____, by and between Maureen DeMasi, herein designated as MANAGER, and _____, herein designated as RIDER, and _____, if rider is a minor, Rider's parent or guardian, _____. In return for the use today and all future dates of the property, facilities and services of the Manager, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on his/her horse, personal property and him/herself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation but limited to, the risks of death, bodily injury, property damage, falls, kicks bites, collisions with vehicles, horses or stationary object, fire or explosion, the unavailability of emergency medical care, or the negligent or deliberate act of another person.
3. Rider agrees to hold Manager and all of its' successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and release them from liability whatsoever and AGREES NOT TO SUE THEM on account of or in connection with any claims, causes of action, damages, costs or expenses arising out of Rider's use of or presence upon Manager's property or 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 wanton negligence of the Manager.
4. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, costs or expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon Manager's property and facilities.
5. Rider agrees to waive the protection afforded in statute or law in any jurisdiction whose purpose substance and/or effect is to provide that a general release form shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. If rider uses his or her own horse, the horse shall be free of infection, contagious or transmittable disease. Manager reserves right to refuse horse if not in proper health or is deemed dangerous or undesirable.
7. Rider agrees to abide by all Manager's rules and regulations.
8. This contract is non-transferable and non-assignable and is made and entered into the State of _____, 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 Manager and Rider and Rider's parent or Guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's signature

Rider's signature

Rider's Parent or Guardian (if Rider is a minor)

Address and Phone Number Of Rider