

EQUINE ACTIVITY RELEASE & HOLD HARMLESS AGREEMENT

Lynn & Joseph Hillman • Hillman Horsemanship LLC • Alliance Properties LLC • South Wind Farms LLC •
Harold & Donna Phelps

1. ACKNOWLEDGMENT OF EQUINE ACTIVITIES AND RISKS

I, _____, the undersigned, have read and understand this Release and Hold Harmless Agreement and freely and voluntarily enter into this Agreement with Lynn & Joseph Hillman, Hillman Horsemanship LLC, Alliance Properties LLC, South Wind Farms LLC, and Harold & Donna Phelps (collectively referred to as the "Released Parties"). I understand that this Release and Hold Harmless Agreement is intended to waive and release liability to the fullest extent permitted by law.

I understand the potential dangers and risks associated with mounting, riding, walking, boarding, grooming, feeding, handling, caring for, or otherwise interacting with horses. I understand that horses and other animals are unpredictable and may react unexpectedly to sounds, movements, surroundings, other animals, people, or other circumstances.

Understanding these risks, I hereby release and hold harmless the Released Parties and anyone directly or indirectly connected with them from liability, to the fullest extent permitted by law, for injury, death, or property damage arising from or incidental to my participation in equine activities or my interaction with horses or other animals.

2. VOLUNTARY ASSUMPTION OF RISK

I understand and recognize that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to. I understand that my participation in equine activities involves inherent risks, including, but not limited to, personal injury, death, and property damage.

I agree that this Release and Hold Harmless Agreement applies to activities involving an equine or other animal on the property, whether the activity is supervised or unsupervised, to the fullest extent permitted by law.

3. ABILITY AND RESPONSIBILITY TO PARTICIPATE

I recognize and agree that I know which equine professional(s) I will be working with and acknowledge that said equine professional(s) have made reasonable and prudent efforts to determine my ability to engage in the equine activity.

I acknowledge that I am responsible for following all safety instructions, rules, and directions provided by Hillman Horsemanship LLC, its employees, instructors, owners, agents, or representatives.

4. ANIMAL INTERACTION, BITES, NIPS, KICKS, SCRATCHES, AND OTHER CONTACT

I understand and acknowledge that **horses and other animals can be unpredictable and may bite, nip, kick, step on, strike, scratch, push, knock into, or otherwise make physical contact with a person.**

I agree that I will not place, put, reach, or otherwise insert any part of my body, including but not limited to my hands, fingers, arms, legs, feet, face, or head, into or near an animal's mouth, enclosure, stall, pen, fence, feeding area, or other area where doing so could result in injury.

I understand and agree that if I voluntarily place or insert any part of my body into or near an animal's space, mouth, stall, pen, enclosure, fence, feeding area, or otherwise interact with an animal in a manner that could result in contact, I assume the risks associated with that interaction.

I further understand and agree that the Released Parties shall not be held responsible, to the fullest extent permitted by law, for injuries or damages resulting from an animal biting, nipping, kicking, scratching, stepping on, striking, pushing, knocking into, or otherwise making contact with me or another participant, including when such contact occurs as a result of voluntarily reaching toward, touching, feeding, handling, entering, or placing any part of the body near or within an animal's space.

This provision applies to **horses and all other animals located on or associated with the property**, whether the animal is owned by the Released Parties or is otherwise present on the property.

5. RELEASE AND HOLD HARMLESS

I voluntarily agree and warrant to release and hold harmless Lynn & Joseph Hillman, Hillman Horsemanship LLC, Alliance Properties LLC, South Wind Farms LLC, and Harold & Donna Phelps from liability, to the fullest extent permitted by law, including liability relating to injuries known, unknown, or otherwise not disclosed herein.

- Mounting or dismounting a horse;
- Riding or walking a horse;
- Grooming or feeding;

- Handling or caring for an animal;
- Use of the horse barn, paddocks, trails, arenas, round pens, pastures, or other areas of the property;
- Falling from or being thrown from a horse;
- A horse bucking, rearing, spooking, running, stopping, kicking, biting, or otherwise reacting unexpectedly;
- Being bitten, nipped, kicked, stepped on, scratched, struck, pushed, or knocked into by an animal;
- Voluntarily placing any part of the body near or within an animal's mouth, stall, enclosure, pen, fence, feeding area, or personal space;
- Failure to understand or follow an equine professional's instructions;
- Failure to properly understand or control a horse or other animal; and
- Other risks inherent in or associated with equine activities and interaction with animals.

6. ACKNOWLEDGMENT

I have carefully read this Agreement and understand its contents. I understand that I am giving up certain legal rights by signing this Agreement. I am signing this Agreement voluntarily and without coercion.

I understand that no representation has been made to me regarding the safety of the premises, horses, or other animals beyond the safety instructions and information provided to me.

PERSON VOLUNTARILY ENTERING INTO THIS RELEASE AND HOLD HARMLESS AGREEMENT

Printed Name (Child/Participant):

Date:

Signature:

Phone Number:

PARENT / LEGAL GUARDIAN FOR MINOR PARTICIPANT

If the participant is a minor, I represent that I am the participant's lawful parent or legal guardian. I have read and understand this Release and Hold Harmless Agreement and voluntarily consent to the minor's participation in equine activities and other animal-related activities subject to the terms of this Agreement.

Printed Name of Parent/Legal Guardian:

Date:

Signature of Parent/Legal Guardian:

Phone Number: