**RELEASE AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (CLIENT(s) name, please print) the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Silverhand Ranch LLC and its affiliates, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies). I hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the following party, and, if applicable, its owners, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen during my participation in any of the activities undertaken while under the instruction of Silverhand Ranch LLC or thereafter.

I will be voluntarily participating in the activities as directed by the TRAINER. These activities will include, but not be limited to the following: co-training of horse and rider, groundwork with horse, riding bareback and in saddle, grooming, all requiring close proximity to animal(s).

This **Release and Hold Harmless Agreement** will bind and be enforceable against me and all of my personal representatives. I agree that this Release and Hold Harmless Agreement should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect. I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws. This Release and Hold Harmless Agreement shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

**ASSUMPTION OF RISK**.
I understand and am aware that my participation in the training program and activities involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the training program. I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the training program.

**COVENANT NOT TO SUE.** I will not start any lawsuit or other court action against Silverhand Ranch LLC or its affiliates, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue Silverhand Ranch LLC in any capacity, including to hold Silverhand Ranch LLC liable for any injury, loss, or damage sustained by me or my property, even if it is due to the negligence or omission of Silverhand Ranch LLC. I also waive the right of any of my insurers' to make any such claim.

**INDEMNIFICATION**: I agree to defend and indemnify Silverhand Ranch LLC and any of its affiliates and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the training program, or my conduct or actions. I agree that Silverhand Ranch LLC shall be able to select its own legal counsel and may participate in its own defense, if desired.

**REPRESENTATION**: I am over 18 (eighteen) years of age and am medically and physically able to participate in the training program.

**GOVERNING LAW**: This Release and Hold Harmless Agreement shall be governed by and construed in accordance with the internal laws of New York without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Orange County in any legal suit, action, or proceeding arising out of or based upon this Release and Hold Harmless Agreement

I have read the above Release and Hold Harmless Agreement fully and I understand and agree to its contents. I understand and agree that by signing this Release and Hold Harmless Agreement I forfeit any right, claim, or ability to hold Silverhand Ranch LLC responsible for any tangible or intangible damages, loss of property, or loss of life that may occur during or after my use of the facilities and participation in the training program.

**INITIAL BELOW:**

**(CLIENT) Initials below indicate that I (the CLIENT) agree with and understand the following:**

\_\_\_\_\_\_ I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse(s); including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release Silverhand Ranch LLC, its officers, directors, shareholders, employees, and anyone else, in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to walk, mount or ride said horse(s).

\_\_\_\_\_\_ I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

\_\_\_\_\_\_ I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional (s) from any continuing duty to monitor my equine activities.

\_\_\_\_\_\_ I further voluntarily agree and warrant to Release and Hold Harmless this/these equine professional(s) from any liability whatsoever, including but not limited to, any incident caused by or related to said equine professional’s (s’) disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional’s directions relating to my riding or otherwise use and control, or lack thereof, of my hose or the horse(s) I have been assigned to.

\_\_\_\_\_\_\_\_It is my responsibility to consult a physician before participating in this or any training program and I affirm that I have no medical conditions that would restrict me from participating in training.

\_\_\_\_\_\_\_\_It is my responsibility to confirm that my horse(s) has/have no medical conditions that would restrict said horse(s) from participating in training and agree to consult a veterinarian or other equine health professional should medical concerns arise.

\_\_\_\_\_\_\_\_I agree that Silverhand Ranch LLC offers the training services with no guarantee of results.

\_\_\_\_\_\_\_\_I agree and verify that all of the information that I have given Silverhand Ranch LLC and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

\_\_\_\_\_\_\_\_I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold Silverhand Ranch LLC harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

\_\_\_\_\_\_\_\_I agree to keep the TRAINER apprised of any changes or upcoming changes concerning me or my horse’s(s’) physical health and personal information.

\_\_\_\_\_\_\_\_I understand and agree that it is my responsibility to let the TRAINER know if I find myself in any pain or discomfort before, after, or during training.

\_\_\_\_\_\_\_\_If either I or the horse(s) do require medical treatment or attention while or after participating in training, I agree that the medical costs are mine and mine alone and hold Silverhand Ranch LLC blameless from any charges, fees, or costs that my conditions may incur.

The following is the identifying and contact information for me, the client (CLIENT):

| CLIENT Legal Name: |  | CLIENT Signature: |  |
| --- | --- | --- | --- |
| CLIENT Address: |  | CLIENT Phone Number: |  |
|  |  | CLIENT Email: |  |

The following is the identifying and contact information of Silverhand Ranch LLC:

| TRAINER Name: | Antique Mascara | TRAINER Signature: |  |
| --- | --- | --- | --- |
| BUSINESS Address: | 35 Keystone Park | BUSINESS Phone: | 845-283-3663 |
|  | Middletown, NY 10940 | BUSINESS Email: | silverhandranch@gmail.com |