



EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

Under ARCW 4.24.530 an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activity.

1. _____, the undersigned, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Orion Equestrian and Kimberly Barber, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability. My participation in this equine activity is purely voluntary, and I elect to participate in spite of and with full knowledge of the risks.
2. I understand the potential dangers that I could incur in mounting, riding, walking, leading, boarding, feeding horses. Understanding those risks, I hereby release Orion Equestrian and Kimberly Barber, their successors and or assigns, employees, family members and anyone else directly or indirectly connected with them from any liability whatsoever in the event of injury, death or damage of any nature to me, my equipment or anyone else caused by or incidental to my electing to participate in this equine activity.
3. 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 agreement may further limit the liability of Orion Equestrian and Kimberly Barber beyond that statutorily provided by ARCW 4.34.530, to include any activity, whatsoever, involving an equine, including death personal injury and/or property damage to property.
4. I certify that I am fully capable of participating in this activity. 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 to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless Orion Equestrian and Kimberly Barber from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed, including, but not limited to, injuries, death or property damage to myself or my horse(s) while under direction of said equine professional.
6. In the event of any dispute or disagreement relating in any manner whatsoever to this agreement the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action.

NOTICE: Wearing an ASTM/SEI approved helmet and approved riding boots is required while under direction of Orion Equestrian and Kimberly Barber. I understand this and if I were to choose not to wear or use this equipment, I will hold Orion Equestrian harmless from any and all liability resulting from or by, not following this requirement.

I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS UNDER MY GUARD.

Print name of participant

Participant's Date of Birth

Phone

Email

Address

Participant's Signature

Date

Signature of legal guardian if participant is a minor

Date