



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, or the parents or legal guardians (if the listed individual is a minor), do hereby voluntarily agree to participate in activities hosted by **SPONSOR: Heritage Family Farm -or- _____** (**Hosting Farm**) The terms "I", "Me", "We", and "My" shall herein refer to the above registered participant(s) or legal guardians (if a minor).

Participant Name(s) _____ (Please print)

MEDICAL COVERAGE. Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses. ☒ INITIAL

CONTRACT. This agreement is legally binding upon me, my heirs, estate, assigns, including all minor children and personal representatives, and it shall be interpreted according to the laws of the State of Louisiana. This agreement is intended to be binding now, and in the future, when SPONSOR'S employees or agents, either on or off of SPONSOR'S owned or leased facilities. Any disputes shall be litigated in Lafayette Parish, Louisiana. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

RISKS. Risks, conditions, and dangers are inherent in equine OR FARM activities, regardless of all feasible safety measures that can be taken, and I agree to assume them. The inherent risks include, but are not limited to, the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the equine/animal; the unpredictability of an equine/animal's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals; hazards including, but not limited to, surface or subsurface conditions; a collision, encounter, or confrontation with another equine, animal, person, or object; the potential of an equine/farm activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons including, but not limited to, failing to maintain control over an equine/animal or failing to act within the ability of the participant. If a horse/animal is frightened or provoked it may divert from its training and act according to its natural survival prey instincts which may include but are not limited to: stopping short; spinning around; changing directions and speed at will; shifting its weight; bucking; rearing; kicking; biting; and running from perceived danger.

CONDITIONS OF NATURE. SPONSOR is NOT responsible for occurrences of nature of sudden, unfamiliar sights, sounds, or movements that can scare a horse/animal, cause it to fall, or react in some other unsafe way. Examples are: thunder, lightning, rain, wind, sliding ice or snow from rooftops, wild and domestic animals, insects, or reptiles that may walk, run or fly near, or bite and sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Sponsor to list all possible conditions for me.

We have inspected SPONSOR'S facilities and are satisfied that all premise conditions are reasonably safe for my intended purpose, use, and presence on SPONSOR'S premises.

LIABILITY RELEASE. In consideration of SPONSOR allowing my participation in this activity, under the terms set forth herein, I do agree to release, hold harmless, and discharge SPONSOR, its owners, agents, employees, associates, assigns, volunteers, owners or premises, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), from all claims, demands, causes of action and legal liability, due to the SPONSOR'S or its ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of SPONSOR'S gross negligence or willful or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against SPONSOR and ITS ASSOCIATES for any economic and non-economic losses due to bodily injury or death or property damage sustained in relation to the premises and equine activities of SPONSOR, to include riding, training, handling, or otherwise being near horses/animals owned by SPONSOR, or in the care, custody, or control of SPONSOR, whether on or off the premises of the SPONSOR.

PHOTO & VIDEO RELEASE. Pictures and/or videos may be taken during activities. By signing this waiver, I agree that pictures of participation may be used by SPONSOR for marketing and promotional materials. Please select one of the following.

X ☐ INITIAL I Agree to photo usage by Sponsor

X ☐ INITIAL I prefer no photos of myself be included on any public forum/marketing media

PARTICIPANT STATEMENT OF AWARENESS

I, the undersigned, represent that I have read and understand the foregoing liability release and assumption of risk agreement. I understand that by signing this document I am giving up rights to sue today and in the future. I attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs, or intoxicants.

Signature(s) of participant(s), parent(s) or legal guardian(s) if participant younger than 18 years of age

PRINT NAME _____ **DATE** _____

