

RELEASE OF LIABILITY AND HOLD HARMLESS FORM

- WARNING -

In consideration for permission to be on the premises known as Caille Farms, Inc. and to handle or use horses and equipment at Caille Farms, Inc., I voluntarily agree to the terms of this Release of Liability and Hold Harmless.

I have acquainted myself with rules of safety applicable to any involvement with horses and their environment and I understand that it is not anyone else's obligation to teach them to me. I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in.

I understand and acknowledge that there are inherent risks in using and being in close proximity to horses. Those risks include bodily injury and death. I understand that horses are unpredictable and capable of sudden, unexpected and potentially dangerous movements despite their prior history. I further understand that horses are easily frightened by sound, sudden movements, unfamiliar objects, smells, persons or other animals. They may run, bite, rear, buck or kick. Horses may also encounter natural hazards, such as surface or subsurface conditions and may react unpredictably. They may even collide with other objects, persons or animals. Riders can also fall off of horses and injure themselves or die.

I understand and agree that I am personally assuming 100% of the risk of bodily injury, death or property damage arising directly or indirectly as a result of my presence at Caille Farms, Inc. Therefore, I hereby hold Caille Farms, Inc. and its owners, officers, directors, shareholders, employees, and agents harmless for any liability therefrom and release, waive and forever discharge Caille Farms, Inc., its owners, officers, directors, shareholders, employees and agents from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting during my presence at Caille Farms, Inc., whether or not such injury, property damage or death is caused by negligence. I understand that this document is a contract and agree that if a lawsuit is filed against Caille Farms, Inc., its owners, officers, directors, shareholders, agents, and/or employees for any death, injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred to defend that lawsuit. This Release and Hold Harmless is an ongoing release and hold harmless and remains in effect until I have revoked it in writing.

If I have requested that you allow a minor child or children of mine to be present at Caille Farms, Inc., then the provisions of this Release and Hold Harmless shall apply to such child or children. I represent that I have the legal authority to enter into this Release and Hold Harmless on behalf of the minor child or children. This Release and Hold Harmless is given on behalf of myself and my spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them and their legal representatives, administrators, executors, heirs and assigns.

This Release and Hold Harmless shall be governed by the laws of the State of Minnesota. If any portion of this Release and Hold Harmless is held invalid by a court, it is agreed that the remainder of this Release and Hold Harmless shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

I have read this document. I understand it is an agreement and promise not to sue and a release of liability and hold harmless for all claims. I acknowledge and affirm that I have carefully read the contents of this Release of Liability and Hold Harmless, fully understand its meaning and sign it voluntarily.

Dated: _____

If Rider is a Minor: _____

Printed Name of Rider

Printed Name of Parent

Signature of Rider

Signature of Parent

Address of Rider

Parent's Address

City, State, Zip

City, State, Zip

Telephone No.

Parent's Telephone No.

E-mail Address

Parent's Email Address