

KAREN MUSSON HORSE TRAINING, COACHING AND CLINICS
Hector's Hill Farm, 3394 Loudon Street, Granville, OH 43023 740-924-5008

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY AGREEING TO THE FOLLOWING TERMS, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ ENTIRE DOCUMENT CAREFULLY BEFORE AGREEING. IMPORTANT: VIDEO COACHING IS NOT AVAILABLE TO MINORS.

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereinafter designated Agreement), is made and entered into between Karen Musson, (hereinafter designated Equine Professional) and Video Coaching Participant (hereinafter designated Participant). In return for participating in, engaging in or being present at equine activities associated with Equine Professional's training, coaching and/or clinics (hereinafter designated Services) today, and on all future days, the Participant, his heirs, next-of-kin, spouse, assigns and legal representatives, hereby expressly agree to the following:

1. Participant understands there are **INHERENT RISKS** in and around equine activities. There are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave without warning or any apparent cause in ways that may result in injury, death, or loss to persons on or around the equine, including bucking, biting, kicking, rearing, shying or stepping on a person or property, pushing or shoving a person, reacting to saddles or bridles loosening or breaking, regardless of their training and past performance; the unpredictability of an equine's reaction to medications, sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant and/or acting in a negligent manner.
2. **PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPATING IN, ENGAGING IN OR PRESENCE AT EQUINE PROFESSIONAL EQUINE ACTIVITIES AND SERVICES**, use of horse, equipment and gear provided and/or the use of own horse, equipment and gear, including but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence or deliberate act of another person.
3. Participant agrees to hold Equine Professional and Hector's Hill Farm, 3394 Loudon St, Granville, OH 43023, the Musson family, its relatives, any assistants and associates (hereinafter designated Releasees) completely harmless, not liable and **RELEASES, DISCHARGES AND AGREES NOT TO SUE** Equine Professional and/or Releasees on account of or in connection with any claim, cause of action, injury (including death), loss, damage, liability or cost whatsoever arising from participating in, engaging in or presence at Equine Professional's equine activities and Services.

4. Participant agrees to INDEMNIFY, AND SAVE AND HOLD HARMLESS Equine Professional and Releasees from and against any loss, liability, damage or cost arising out of or in any way connected with any acts or omissions of Releasees.
5. Participant RELEASES Equine Professional and Releasees from any claim that such Releasees are or may be negligent in connection with Participant's riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
6. Participant agrees to abide by all of Equine Professional's rules, regulations and policies. **Participant is responsible for using protective gear, including a helmet that meets safety standards and has not suffered previous impact, and heeled boots.**
7. Participant is responsible for insurance coverage on his horse, personal property and self.
8. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from participating in, engaging in or presence at Equine Professional's equine activities and Services.
9. Participant expressly agrees that the foregoing Agreement is non-assignable and non-transferable and is intended to be as broad and inclusive as is permitted by law, and that in the event of any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
10. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release such as the foregoing Agreement shall not extend to claims, material or otherwise.

WARNING: an equine activity sponsor or Equine Professional is not liable for injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.

I acknowledge that I have fully read and understand the terms and conditions of this Agreement and understand it is a CONTRACT AND A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.