

LIZ LUND EVENTING & COPELAND FARMS



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release of Liability and Hold Harmless Agreement ("Agreement"), is made of this _____ day of _____, 2019 by Liz Lund, Liz Lund Eventing LLC, Copeland Farms LLC, the farms I work at and their members, officers, directors, agents, employees, volunteers, and any other person or entity acting on their behalf (hereinafter referred to collectively as "Organizers") and the person(s) executing this document (hereinafter referred to as "Client").

Section 1. [604.055] WAIVER OF LIABILITY FOR NEGLIGENT CONDUCT.

Subdivision 1. **Certain agreements are void and unenforceable.** An agreement between parties for a consumer service, including a recreational activity, that purports to release, limit, or waive the liability of one party for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence is against public policy and void and unenforceable.

The agreement, or portion thereof, is severable from a release, limitation, or waiver of liability for damage, injuries, or death resulting from conduct that constitutes ordinary negligence or for risks that are inherent in a particular activity.

Subd. 2. **Party or parties.** For the purposes of this section, "party" or "parties" includes a person, agent, servant, or employee of that party or parties, and includes a minor or another who is authorized to sign or accept the agreement on behalf of the minor.

Subd. 3. **Other void and unenforceable agreements.** This section does not prevent a court from finding that an agreement is void and unenforceable as against public policy on other grounds or under other law.

Subd. 4. **Nonapplication to certain claims.** This section does not apply to claims against the state pursuant to section 3.736 or a municipality pursuant to section 466.02.

CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN BEING ON OR AROUND HORSES. THOSE RISKS INCLUDE SERIOUS BODILY INJURY AND DEATH. CLIENT UNDERSTANDS THAT THESE RISKS ARISE FROM THE FACT THAT ANY HORSE MAY ACT UNPREDICTABLY AND THAT ALL HORSES ARE CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS. CLIENT APPRECIATES THAT ALL HORSES ARE EASILY FRIGHTENED BY SOUNDS; MOVEMENT; UNFAMILIAR OBJECTS, ODORS, AND PERSONS; OTHER ANIMALS, NATURAL HAZARDS; AND ARTIFICIAL CONDITIONS AMONG OTHER THINGS AND MAY RUN, BOLT, BITE, BUCK, OR KICK WITH NO WARNING AS A RESULT. CLIENT UNDERSTANDS THAT SERIOUS BODILY INJURY, PROPERTY DAMAGE, OR DEATH MAY RESULT WHILE PETTING, FEEDING, WATERING, BRUSHING, TACKING, SADDLING, MOUNTING, DISMOUNTING, SHOEING, VETTING, RIDING, OR OTHERWISE BEING ON OR AROUND ANY HORSE. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT HE/SHE IS AWARE OF THE INHERENT RISKS OF BEING ON OR AROUND HORSES, APPRECIATES THAT THESE RISKS INCLUDE SERIOUS BODILY INJURY, PROPERTY DAMAGE, AND DEATH, BUT VOLUNTARILY CHOOSES TO ENCOUNTER THESE RISKS ANYWAY THEREBY ASSUMING ALL RESPONSIBILITY FOR ANY INJURY, DAMAGE, OR DEATH CAUSED TO CLIENT AS A RESULT OF BEING ON OR AROUND HORSES.

In consideration for Owner's equine services and participating in – or observation of – its equine activities including but not limited to horse boarding, riding, trail riding, training, riding instruction, clinics, horse transportation, and the ability to ride horses and be around horses, Client hereby releases, waives, and forever discharges Owner of all actions of whatever kind arising from bodily injury, death, or property damage which relate in any way to Owner's equine related services and activities so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Owner (i.e. Client releases Owner from liability for damages caused by Owner's negligent acts or omissions only). Client further agrees to indemnify Owner for, and hold Owner harmless from, all judgments, claims, demands, attorney fees, and costs arising from any such action.

This release is given on behalf of Client and Client's spouse, legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Client's, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release that does not expire and remains in effect until Client has revoked it in a writing provided to Owner.

CLIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE, UNDERSTANDS THAT HE/SHE IS KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH EING ON OR AROUND HORSES INCLUDING SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE, AND RELEASES OWNER FROM ALL LIABILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM OWNER'S NEGLIGENCE AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM THE SAME.

Date: _____

_____ Client Signature

_____ Print Client Name

_____ Address

_____ Phone Number

_____ Client/Minor Signature

_____ Print Client Name/Minor Name

_____ Address

_____ Phone Number