

DPEquestrian LLC
PO Box 179
Pottersville, NJ 07979

This RELEASE FROM LIABILITY is made and entered into on this day _____ of _____, by and between _____, hereinafter designated **MANAGER/INSTRUCTOR** and _____ Hereinafter designated **RIDER** (if Rider is a minor, Rider's parent or guardian). In return for the use today, and on all future days of property, facilities, and services of the Manager/Instructor, the Rider, his heirs and legal representatives, hereby expressly agree to the following:

<p>1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.</p> <p>2. Rider understands there are risks in and around equine activities, and that an equine activity sponsor and/or equine professional/manager/instructor is not liable for an injury to, or death of a rider and/or participant in equine activities resulting from inherent risk of equine activities.</p> <p>3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation 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 and/or deliberate act of another person.</p> <p>4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Riders's use of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and facilities, including without limitation, those based in death, bodily injury, property damage, including consequential Damages, except if damages are caused by direct, willful and wanton gross negligence of the Manager/Instructor.</p>	<p>5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.</p> <p>6. rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages judgments, cost or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manger's instructor's property and facilities.</p> <p>7. Rider agrees to abide by all of manager/Instructor's rules and regulations, and rider is responsible for using protective gear; i.e. hard hat and boots.</p> <p>This contract is non-assignable and not-transferable and is made and entered into the State of New Jersey and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) signs this contract, it will then be binding on both parties, subject to the above terms and conditions.</p>
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WARNING UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c. 287 (C.5:15-1 et seq.)

 Manager's/Instructor's Signature

 Rider (parent or guardian if minor)

 Address of Rider

 Telephone of Rider