

MARIGOLD FARM, LLC

EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

WARNING

Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

1. I, _____, the undersigned, have read and understand and freely and voluntarily enter into this Release and Hold Harmless Agreement with Marigold Farm understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur mounting, riding, walking, boarding, feeding or observing any horse on the premises; including but not limited to, any interactions with other horses. Understanding those risks I hereby release Marigold Farm, the premises owners, their members, officers, agents, or employees and anyone else directly or indirectly connected with Marigold Farm from any liability whatsoever in the event of injury or damage of any nature including death to me or anyone else caused by or incidental to me being present on the premises of Marigold Farm or electing to mount or ride a horse at Marigold Farm.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to and that signing this Release and Hold Harmless Agreement shall further limit the liability of equine professionals to include any activity whatsoever, involving any equine, including death, personal injury and/or damage to property.
4. I recognize and agree that I know which equine professional(s) I will be working with and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have obtained sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant that I/we herein Release and Hold Harmless Marigold Farm, the premises owners, their members, officers, agents, or employees and this/these equine professionals from any liability whatsoever, including, but not limited to, any incident caused by, or related to said equine professionals negligence, or wantonness relating to injuries, death, or property damage from mounting, rigging, dismounting, walking, grooming, feeding, use of barn paddock or pasture, flipping, running, spooked, or my failure to understand equine professionals' directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned, or any equine at the premises of Marigold Farm.
6. I agree to allow Marigold Farm to use photos taken on the premises for promotional purposes.

Dated this the _____ day of _____, 20____.

Sign above print below