Dag	_	4	Ωf	•
Pag	ıe	- 1	OI	4

Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Youth

This Board	ling Stable Visitor Hold	d Harmless and I	ndemnification Agreement	- Youth is being entered in	to as of	, 20,
by		of			,,	("Stable")
,	Name		Address	City	State	Zip
and		of			,,	("Parent")
	Name		Address	City	State	Zip
on behalf o	of					
		of		, .		("Youth").
	Nama		Addrage	City	State 7	in .

- 1. Purpose of Agreement. Parent wishes for Youth to visit Stable and ride and handle one or more horses on the Stable premises. In consideration for Stable permitting Youth to visit Stable, Parent agrees to release and indemnify Stable and certain other parties from all claims as set forth in this agreement.
- 2. Hold Harmless Agreement.
 - **2.1. Safe Behavior around Horses.** To help prevent injuries and/or death, Parent agrees to ensure that Youth follows carefully any instructions that may be given to Youth and/or Parent by Stable regarding horse behavior and handling. Parent agrees to ensure that Youth follows carefully all of Stable's barn rules.
 - 2.2. Safe Riding Attire. Parent agrees to ensure that Youth wears heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Stable and an ASTM/SEI certified safety helmet fastened securely under the chin while riding. If Parent does not ensure that Youth wears these items, Parent assumes the increased risk of injury or death associated with failing to wear such protective attire. Parent agrees that Stable has no duty to provide safety attire for Youth.
 - **2.3. Parent's Representations and Warranties.** Parent makes each of the following representations and warranties on behalf of Parent, Youth, and their respective guardians, heirs and assigns (collectively, the "Youth Parties"):
 - (a) Parent has the requisite authority to enter into this Agreement upon behalf of the Youth Parties and all other person(s) who may have custody rights or authority with respect to Youth.
 - (b) Parent will either be present during Youth's visit to Stable or, in Parent's absence, Parent grants Stable and its owners, employees, agents and contractors (collectively, the "Stable Parties") full authority to make all decisions on behalf of Youth and Parent, including medical care, and Parent agrees to hold the Stable Parties harmless for any injuries or death to Youth that may result from such decisions made by the Stable Parties.
 - (c) Youth does not have any physical or mental conditions that may prevent Youth from safely participating in horse-related activities.
 - 2.4. Risk of Injury or Death to Youth and Parent. Parent understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with Youth and Parent visiting Stable and handling, caring for and riding horses. Parent understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Youth, Parent or others. Stable property may contain defects. For example, footing at Stable, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Parent expressly assumes all risks of Parent and Youth visiting Stable and engaging in horse-related activities, including the risk that the Stable Parties may be negligent. Accordingly, Parent agrees upon behalf of the Youth Parties not to sue the Stable Parties or otherwise make a claim against the Stable Parties in connection with any injury or death.



Щ	<u> </u>	ELS ELS ELS ELS ELS ELS ELS ELS					
	Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Youth	Page 2 of 2	Ĺ				
	2.5. Trail Riding Risks. Parent understands that riding horses outside	e of designated riding areas such as arenas					
ij	and round pens ("Trail Riding"), including riding horses in an open pasture where other horses are loose, is						
	inherently dangerous. In particular, horses may become spooked	•					
	hazards, causing Youth to fall off or otherwise become injured or or manmade obstacles, injuring horses and/or Youth. Parent und	·					
	maintain any trails or paths, on or off of Stable's property, an	-					
	regarding the safety of paths and trails. Parent understands a	and expressly assumes all risks associated					
	with Trail Riding, including the risk that the Stable Parties ma						
	2.6. Parent's Indemnification Agreement. Parent agrees to defend,		Ļ				
	against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Youth Parties or						
	brought by others in connection with any action or inaction taken						
	2.7. Waiver of Unknown Claims. Upon behalf of the Youth Parties,		Ë				
	Youth Parties might otherwise have with regard to unknown claim						
	include all actions, claims and grievances, whether actual or pote	ntial, known or unknown and specifically but not	Ļ				
	exclusively, all claims arising in connection with this Agreement.						
ij	3. Entire Agreement. This agreement contains the entire agreement am						
	must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the						
	agreement unless reduced to writing and signed by all parties.						
	4. Governing Law and Venue. This agreement shall be governed by the	, ,					
	parties hereby agree that any legal action under the Agreement must be (state)	pe brought in County,					
	(state).						
	5. Attorneys' Fees and Other Expenses. In any legal actions brought in		Ļ				
		party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred					
<u>m</u>	by the prevailing party: Attorney's fees, retainers, court costs, transcrip	•					
	expenses, duplicating costs, printing and binding costs, telephone cha	•					
	disbursements.						
	6. Severability. If any provision of this Agreement or the application there	eof to any person or circumstances is held					
	invalid, such invalidity shall not affect other provisions or applications o						
	without the invalid provision or application. In lieu thereof there shall be illegal, invalid and unenforceable provision as may be possible and be						
	illegal, ilivalid and unemorecable provision as may be possible and be	legal, valid and emorecable.	Ļ				
	Parent	Stable					
ij	Ú	Stable					
	Signature: Signature:						
	Name (printed): Name (printed)	nted):					
	Date: Date:						
			Ë				
Ŋ							
	I SUNE Lec		Ĺ				
	The state of the s						
Ŋ	www.equinelegalsolutions.com • 866	6-385-2972					
	<u> </u>						
	© 2005–2013 Equine Legal Solutions, Inc. All rights reserved. Do not alter, copy or transfer without ELS permission.						