



# Horse Camps at Otter Creek

## Rental Waiver & Release Form

I, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with **Horse Camps at Otter Creek** and property owners **Liz Hirschey, Donald Musnicki, Karen Giroux and Dan Abbott**.

1. Participant understands that there are risks inherent in dealing with horses and ponies (equine activity). For example, Participant understands that some of the inherent risks include:
  - a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
  - b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
  - c. That there may be hazards, including, but not limited to, surface or subsurface conditions;
  - d. The possibility of a collision with another equine, another animal, a person, or an object;
  - e. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of 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.
2. With full understanding of the inherent risks involved in equine activity, some of which have been described in Paragraph 1 above, Participant agrees to waive, release and hold harmless Liz Hirschey, Donald Musnicki, Karen Giroux from all tort and civil liability arising from or related to participation in any equine activity. This agreement to waive, release and hold harmless includes not only Liz Hirschey, Donald Musnicki, Karen Giroux but their employees, agents, and independent contractors whether they be trainers, veterinary personnel, farrier's equine care providers, maintenance personnel and the like.
3. Participant further understands the examples of the equine activity taking place on or with an equine, including, but not limited to:
  - a. Riding, mounting, walking, boarding, feeding, grooming, competitions, trail riding, and the like;
  - b. Teaching, instructing, and evaluation, both the rider and the equine;
  - c. Routine care and feeding of the equine (Boarding), including veterinary and farrier;
  - d. Traveling, loading and unloading of equines;
  - e. Use of horse barn, paddock, trails or horse ring in any capacity
4. This Voluntary Waiver Agreement is made and entered into in the State of New York and shall be enforced and interpreted under the courts and laws of the State of New York. This agreement is valid without remand for all current and future activities at the described premises.
5. By signing this waiver, Participant agrees that Participant has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Signature: \_\_\_\_\_ Date : \_\_\_\_\_

*Parent or Guardian if Participant is a minor*

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Emergency # \_\_\_\_\_