



# FREEDOM HORSE FARM LLC

158 FLOCKTOWN RD. LONG VALLEY, NJ 07853

908-797-4547

“Where Freedom is just a hoof beat away”

www.freedomhorsefarmllc.com

WITNESS THIS RELEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, “The Release” by and between

- Freedom Horse Inc.
- Leslie Terzuolo
- Freedom Horse Farm LLC;
- Elise Hoffmann
- Elizabeth Dосkотz;
- Renee Mareski

Freedom Horse Farm LLC instructors, therapists, volunteers, agents, employees, representatives and anyone acting on their behalf, Collectively the “Releasees”;

and \_\_\_\_\_, hereinafter referred to as "User", and, if User is a minor, User's parent or guardian \_\_\_\_\_, which are referred to herein collectively with the minor as the “User”. For consideration received, and in exchange for the use, today and on all future dates of the property, facilities and services of Freedom Horse Farm, LLC, User's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The User acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the User or others, such as failing to maintain control over the animal or not acting within such User's ability.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims against any or all of the Releasee's for any injury or loss arising therefrom. User agrees to abide by and follow Freedom Horse Farm, LLC's, rules and regulations which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of User's abilities has been made to Releasees and anyone responsible for the lesson or session.

User expressly releases Releasees and anyone acting on their behalf from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Releasee's and anyone acting on their behalf. User agrees that this agreement shall be interpreted in accordance with the laws of the State of New Jersey and that any dispute arising hereunder shall be submitted to binding arbitration.

## **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., CHAPTER 287.**

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment, equine or livestock pertaining to taking of riding lessons, the use of any arena on the premises of Freedom Horse Farm, LLC, and for purposes of taking riding lessons either on the premises or lessons given off the premises by any Releasee.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND FREEDOM HORSE FARM, LLC, RELEASEES AND THE OWNER AND THE LESSOR OF ANY PROPERTY FREEDOM HORSE FARM, LLC, MAY LEASE, RENT OR OTHERWISE OCCUPY, AND ANY OF FREEDOM HORSE FARM, LLC'S INSTRUCTORS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF FREEDOM HORSE FARM, LLC AND THE FACILITIES LOCATED THEREON.

4. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH EQUINE OR OTHER ACTIVITIES NOT CONDUCTED ON PROPERTY OWNED, RENTED, LEASED OR OTHERWISE OCCUPIED BY FREEDOM HORSE, INC.

5. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Releasees and the owner and the lessor of any property Freedom Horse Farm, LLC, may lease, rent or otherwise occupy, harmless from any such claims by said User.

6. In the event User is using User's own horse, or a horse(s) not owned by Freedom Horse Farm, LLC, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Freedom Horse Farm, LLC, reserves the right to refuse access or use of any horse upon the premises that does not appear to any representative of Freedom Horse Farm, LLC, to be in good health, or is deemed dangerous or undesirable.

7. Any action brought under this Release shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering or such other limits as prescribed by law.

8. User agrees to waive the protection of any applicable statutes in this jurisdiction 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 said release.

\_\_\_\_\_  
**Users Signature                      Print Name                      Age (or "over 18")**

If User is a minor, parent or guardian must sign and acknowledge having read the Release:  
By signing below, I acknowledge that I am the parent or guardian of the User named in this release  
and that I have read and understood this Release: Yes: \_\_\_\_\_ No: \_\_\_\_\_

\_\_\_\_\_  
**Signature                      Print Name                      Relation to User**

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_