

Release & Hold Harmless Agreement

DESCRIPTION OF HORSE(S)

Horse's Name: _____

Age: _____ Sex: _____ Breed: _____

Color: _____ Markings: _____

Last Wormed: _____ Coggins (date): _____

Vaccinations: _____ Last Date Given: _____

Veterinarian Name: _____ Phone Number (s): _____

Insurance Company: _____ Phone Number: _____

FEEDING INSTRUCTIONS (feed is provided by Horse Owner)

Hay _____

Grain _____

Medications _____

Supplements _____

Other _____

1. RISK OF LOSS

While horses reside at 40242 Charles Town Pike, Hamilton, VA 20158, ("Facility"), Facility and Property Owners, Jana and David O'Konski jointly and individually, shall not be liable for any sickness, disease, theft, death or injury suffered by the horses or the horses owner or to friends and relatives of the horses owner, on the property of the Facility, caused directly or indirectly, by water, electricity, snow, ice, hail, fire, building structure, building structure default, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. NOTE: there are indigenous wild cherry trees naturally occurring in the surrounding woodlands. Cherry leaves are toxic to horses. Facility Operators will take every precaution after storms to inspect the pastures for downed limbs and remove them from the pastures. All risks and costs connected with horses residing at Facility are borne by the horses owner except those due to gross negligence by the Facility Operator. The Facility and Property Owners shall not be liable for any injury to the horses should said horses escape from the enclosure.

2. PROPERTY DAMAGE

Cribbing horses are not permitted. Horse owner will be held responsible for any and all damage to Facility property by said horses. Horse owner will be responsible for repairs.

3. INDEMNITY

Horse owner agrees to hold Facility and Facility Owners harmless from any claim caused by said horses and agrees to pay legal fees incurred by Facility and Facility Owners in defense of a claim resulting from damage by said horses.

4. EMERGENCY CARE

If medical treatment is needed, Facility Operator will attempt calling horse owner and/or Emergency Contact, but in the event horse owner and/or Emergency Contact is not reached, Facility Operator has the authority to secure emergency veterinary care from veterinarian listed on the form, if available, or another local veterinarian. Horse owner is responsible to pay all costs relating to this care. Facility Operator is authorized as horse owner's agent to arrange billing to the horse owner.

5. HEALTH REQUIREMENTS

Current Coggins must be presented on arrival. Horse owner agrees to implement a vaccination/deworming program consistent with recognized standards. Horses residing at Facility will all be on the same routine care schedule to include deworming every 8 weeks* and regular farrier care every 6-8 weeks*.

Facility Operator

Signature: _____

Date: _____

Horse Owner(s) Signature: _____

Address: _____

Telephone#(s): _____

Emergency Contact Name and #(s): _____

*Horse owner is required to pay all costs relating to this care. Facility Operator is authorized as horse owner's agent to arrange billing to the horse owner.

I, _____, hereby acknowledge that competitive and pleasure horse riding and training contain inherent risks of injury and damage to me personally, to my horse, and to my equipment. Knowing these facts, I, nevertheless, in consideration of my acceptance of this form, hereby, for myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless Facility, its owner(s) and residents, and all persons in any way affiliated with Facility. I understand I will be responsible for any events, property, or any other activity from any and all right, claim, or liability for damages of any kind or nature that might be sustained by me, including injuries to animals. I will be responsible for any and all claims of any kind or nature that I might have as a result of, or arising from of my participation, caused by my own act or the acts of anyone or any animal within my control. I further agree that I will defend, indemnify and hold harmless Facility, its owner(s) and residents, and all persons in any way affiliated with Facility, against all claims, demands, and causes of action brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits that I may have.

I do acknowledge that I have read the foregoing paragraph and know and understand the content thereof.

Signature: _____

Please Print: _____

Date: _____

Name: _____

Address: _____
