

High C Acres

1540 Coronado Road, Corrales, NM 87048

(505) 898-5550

RELEASE OF LIABILITY

READ CAREFULLY -- YOU MAY BE GIVING UP RIGHTS

This RELEASE OF LIABILITY is made and entered into this _____ day of _____, 20___, by and between Edward E. and/or Margo P. Cowen, hereinafter designated Manager and _____, hereinafter designated Rider; and, if Rider, is a minor, Rider's parent or guardian, _____.

1. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property and himself. (Applicable only to anyone using their own horse.)
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Rider agrees to waive the protection afforded by the statute or law in any jurisdiction (e.g., Calif. Civil Code SW1542), whose purpose 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 the release.
5. Rider agrees to indemnify and defend manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon the Manager's property and facilities.
6. Rider agrees to abide by all of Manager's rules and regulations.
7. If rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if horse is not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of New Mexico, and shall be enforced and interpreted under the laws of this state. Should any cause be in conflict with State Law, then that clause is null and void. When the Manager and Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's Signature: _____

Signature of Rider: _____

Signature of Rider's Parent or Guardian, if Rider is a Minor: _____

Contact phone number/s: _____

Rider's Address: _____

Rider's Date of Birth (if rider is a minor): _____