

TRINITY MORGAN FARM LLC
Liability Release and Acknowledgement of Risk
PLEASE READ CAREFULLY

I, _____ (Participant) and _____(Custodial Parent, if Participant is minor), understand and accept the risks and rules below:

Risks: I understand that the handling, use and riding of a horse involves the risk of injury or death, despite all safety precautions. No horse is a completely safe horse. If a horse is frightened or provoked or even without any such reason it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks exist for any person around a horse, whether mounted or on the ground.

Acknowledgment of Risks: I acknowledge the above risks and I voluntarily engage myself (or my minor child) in riding activities at Trinity Morgan Farm LLC. I understand that I (or my minor child) should not participate in any equine activity unless I am confident that I (or my minor child) can do so safely. Participation in equine activities at Trinity Morgan Farm LLC constitutes a knowing and voluntary assumption of all risks associated with equine activities

Safety and Helmet Rules: I understand that I must follow the safety rules of Trinity Morgan Farm LLC when participating in an equine activity at Trinity Farm and that I should wear an approved riding helmet and proper footwear. I acknowledge that wearing a properly fitted and secured riding helmet while riding, mounting, dismounting and being near horses may reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. I assume all helmet related risks, including but not limited to the risk of injury if I don't wear such helmet.

New York State Law § 1265. WEARING OF HELMETS.

Release: I agree to fully and forever release and hold harmless Trinity Morgan Farm LLC, Suzanne Haberek and /or Mark Fonda, and any and all agents acting on behalf of or for Trinity Morgan Farm LLC from any and all liabilities due to injuries, claims, damages, actions or losses, which may arise out of my, my minor's child's, or my guest's presence at the equine activity sponsored by Trinity Morgan Farm LLC. Except in the event of Trinity Morgan Farm LLC's gross negligence or willful misconduct, I shall bring no claims, demands, actions or litigation against Trinity Morgan Farm LLC, its owners Suzanne Haberek and / or Mark Fonda, and any and all agents acting on behalf of or for Trinity Morgan Farm LLC for any economic losses and non-economic losses due to bodily injury, death or property damage, sustained by me (or my minor child) in relation to the premises and operations of this stable.

MISC: I agree that this release shall be subject to the laws of the State of New York and any dispute relating to this release shall be decided by the courts of the State of New York. I agree and hereby waive, to the extent not prohibited by applicable law, the right to a trial by jury and hereby agree, instead to a court trial. In the event any provision of this release shall be deemed invalid or unenforceable by any court, such provision shall be deemed severed from this Agreement and replaced by a valid provisions which approximated as closely as possible the intent of the parties.

I HAVE READ AND UNDERSTAND THIS ENTIRE LIABILITY RELEASE

Signature of Participant, **Date**

Signature of custodial parents (if minor), **Date**

Phone Number(s) _____

Address : _____

Email: _____