

LIABILITY RELEASE WAIVER TO AUDIT

WVH Release, Assumption of Risk, Waiver and Indemnification.

Please read carefully. This document waives important legal rights.

I AGREE in consideration for my admittance to any WVH programs either on site or at other facilities to the following:

I AGREE that I choose to participate voluntarily as an auditor. I am fully aware and acknowledge that horse sports and my presence on the ground or around horses involves inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death.

I AGREE to release Willowview Hill Farm, WillowviewHillFarm.com, its owners, employees, heirs or assigns from all claims for money damages or otherwise for any Harm to me and for any Harm caused by me to others, even if the Harm resulted, directly or indirectly, from the negligence of the Willowview Hill Farm, WillowviewHillFarm.com, its owners, heirs, employees or assigns.

I AGREE I waive all rights to sue or otherwise bring action against any of the aforementioned parties pertaining to WVH and I AGREE to be responsible in entirety for any damages or Harm that might occur to any party or property including any Willowview Hill Farm trainer/and/or horse or equipment or other property as well as any other person/property/animal present or in the vicinity of any lesson or spectator area that is caused by me or my actions.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) WVH Willowview Hill Farm, WillowviewHillFarm.com, its owners, heirs or assigns and to hold them harmless with respect to claims for Harm to me, and for claims made by others for any Harm caused by me or my horse on WVH Willowview Hill Farm property or at any Willowview Hill Farm event or program.

I am familiar with horse sports and horses in general and am aware of the need of protective equipment, including and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that WVH Willowview Hill Farm strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. I agree to wear appropriate safety clothing in and around horses at all times including boots.

If I am a parent or guardian of a junior participant, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

I AGREE that Willowview Hill Farm as used above includes all of their officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations. I represent that I have the requisite training, coaching and abilities to safely participate in any WVH Willowview Hill Farm program, lesson, clinic, event, or to visit and be in the company of horses.

I AGREE that if I am injured, the medical personnel treating my injuries may provide information on my injury and treatment to WVH Willowview Hill Farm, as allowed by law.

I AGREE to pay all reasonable attorney fees for collection of monies unpaid or any service or product rendered and to a \$25.00 collection fee for any returned check.

I AGREE *not to take photographs, recordings, videos or other media production* while attending any WVH Willowview Hill Farm program event or while present on WVH Willowview Hill Farm property without the express written consent of WVH Willowview Hill Farm.

I AGREE not to take photographs, recordings, videos or other media production or cause or allow such activities to be taken by other parties during and lesson or clinic activity wherever it shall take place including my own property or venues other than Willowview Hill Farm without express written consent of Paul and Nicola Alvin-Smith. Videos and photos taken of the event by WVH may be used for promotional purposes.

If I wish to have video or photographs taken during a clinic event understand that service must be purchased from Nicola Alvin-Smith Studio under separate request. Such video will not cover entire ride but relevant sections and will be for my own personal use and will be posted on WVH You Tube account with privacy setting or other access. I agree not to distribute any photo or video through Facebook, Twitter or other media without express written consent of Nikki Alvin-Smith.

I AGREE that my participation and/or presence at Willowview Hill Farm event or training, conveys all rights allowing WVH Willowview Hill Farm to use and assign photos, audios, cablecasts, videos, and all other types of recordings or other likeness of me or my horse for the promotion or benefit of WVH Willowview Hill Farm and equestrian sport. I hereby expressly and irrevocably waive and release all rights in connection with such use, including any claim for compensation, invasion of privacy, right of publicity, or to misappropriation.

I AGREE that any suit or legal action shall be adjudicated and brought to action in the County of Schoharie, New York and that all suits shall be governed by New York State Law.

This Release of Liability shall be construed broadly to provide a release and waiver of liability to the maximum extent permissible under law. I hereby certify that I have read this agreement, and I understand its contents.

BY SIGNING BELOW, I AGREE to be bound by all applicable all terms and provisions detailed herein.

Additional signature

CONSENT AND RELEASE OF PARENT OR GUARDIAN. I am the parent or guardian of _____ (child). My child is fit for the horse riding and to be around and in proximity to horses and I consent to my child's participation. I have read and understand the Release of Liability. In consideration of allowing my child to participate, I consent to it and agree that its terms shall likewise bind me, my child, heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify, and hold harmless the Releasees from any liability that I or my child may allege against the Releasees (including reasonable attorney fees or costs) as a direct or indirect result of injury to me or my child because of my child's participation or presence on WVH Willowview Hill Farm site or in a WVH Willowview Hill Farm program, whether caused by the acts or omissions of the Releasees or others. I promise not to sue Releasees on my behalf or on behalf of my child regarding any claim arising from my child's participation or presence at Willowview Hill Farm.

Signature X.....

Please print name _____ Date.....

Address _____

Email Address _____

Emergency Contacts

Name & Address _____

Relation to you..... Telephone Numbers.....

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