**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**RELEASED PARTIES INCLUDE:** Julie Harrell, her agents, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (collectively referred to as “Hearts in Hand Horsemanship, LLC”).

**RELEASING PARTIES INCLUDE:** The undersigned participant and minor(s) listed in the Release, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

**IN CONSIDERATION OF THE HEARTS IN HAND HORSEMANSHIP, LLC’S SERVICES:** I hereby agree to release and discharge the Hearts in Hand Horsemanship, LLC on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Release (cumulatively “participant”, “I”, “myself”), and as follows:

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:** I understand that by my presence on any premises where Hearts in Hand Horsemanship, LLC is presenting programs, including Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of the Hearts in Hand Horsemanship, LLC. Hearts in Hand Horsemanship, LLC has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present.

(1) Activities may include, but are not limited to, physical activity, walking/running, hiking, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects, cooking, craft making, handling and petting or working with livestock to include but not limited to horses, dogs, cats, goats, llamas sheep, and bees, and riding in Hearts in Hand Horsemanship, LLC vehicles. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities.

(2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties.

(3) I expressly agree and promise to accept and assume all the risks existing in Hearts in Hand Horsemanship, LLC activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of the Hearts in Hand Horsemanship, LLC.

My participation in all Hearts in Hand Horsemanship, LLC activities is purely voluntary and I elect to participate in spite of the risks.

(4) I agree to acknowledge all of the Hearts in Hand Horsemanship, LLC’s rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of the Hearts in Hand Horsemanship, LLC’s property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same.

(5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that the Hearts in Hand Horsemanship, LLC has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding or training horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer’s head injuries and possibly prevent the wearer’s death. I am not relying on the Hearts in Hand Horsemanship, LLC to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

(6) I understand the risks, conditions, and dangers inherent in all Hearts in Hand Horsemanship, LLC activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon the Hearts in Hand Horsemanship, LLC’s property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person or the Hearts in Hand Horsemanship, LLC, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above.

(7) I agree that the Hearts in Hand Horsemanship, LLC is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have asked, or waived my right, to inspect the Hearts in Hand Horsemanship, LLC’s facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon the Hearts in Hand Horsemanship, LLC’s premises.

(8) I agree to stay out of all paddocks, corrals, tack-rooms, offices, and non-office related buildings, and barns, while waiting for horse-related or other activities or while waiting for a participant of such activities.

(9) I acknowledge that saddle girths (the fastener straps around a horse’s belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse.

(10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Hearts in Hand Horsemanship, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of the Hearts in Hand Horsemanship, LLC’s equipment or facilities, including any such claims which allege negligent acts or omissions by the Hearts in Hand Horsemanship, LLC but not grossly negligent or intentional.

(11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against the Hearts in Hand Horsemanship, LLC or any present or future owners, officers, members, managers, agents, employees and representatives of the Hearts in Hand Horsemanship, LLC, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law.

(12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. It is recommended that I visit with a physician to ensure that these physical activities do not pose an unacceptable health risk.

(13) I understand that in this Release the terms “horse” and “equine” mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and foals (14)

**PHOTO RELEASE:** I hereby grant to the Hearts in Hand Horsemanship, LLC the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself and any minor(s) identified below (the “photograph(s)”) for any purpose whatsoever (“Grant”).

(15) I acknowledge that the purposes for which the photograph(s) may be used include, without limitation, Hearts in Hand Horsemanship, LLC publications, videos, books, newsletters, calendars, websites, blogs, and social media.

(16) I agree that this Grant includes, without limitation, the right to use the photograph(s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media.

(17) I acknowledge that this Grant includes the right to use the name of the minor(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s).

(18) I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor(s) identified below – the Hearts in Hand Horsemanship, LLC from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor(s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s).

(19) I understand that the Hearts in Hand Horsemanship, LLC and its licensees and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images – electronic or non- electronic negatives, positives, and prints – are owned by the Hearts in Hand Horsemanship, LLC. The Hearts in Hand Horsemanship, LLC is free to assign and license any and all of the rights granted in this Photo Release.

(20) I acknowledge that in no event will I have the right to enjoin the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by the Hearts in Hand Horsemanship, LLC or its licensees or assigns.

**WORKSHOP, GREENHOUSE, ACTIVITIES:** (21) I understand that in any Hearts in Hand Horsemanship, LLC activity I may use inherently dangerous tools, equipment, machines, chemicals, or substances. Such activities include, without limitation, participating in all equine related activities. I agree that I will not use equipment or materials without familiarizing myself with their safe use. I will educate and inform myself on the inherent dangers and risks that are associated with participation in any Hearts in Hand Horsemanship, LLC activity. I will inspect any related facility and equipment to be used in support of an activity at the Hearts in Hand Horsemanship, LLC, and if I believe anything is unsafe, I will immediately advise the Hearts in Hand Horsemanship, LLC of such condition. I acknowledge that risks of this nature could lead to illness, serious injury or even death. I am aware that my own behavior can affect my personal safety and the safety of others involved at the Stable. I will act according to all Hearts in Hand Horsemanship, LLC rules, instructions and policies.

(22) Knowing the risks described above, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in such activities.

To the fullest extent permitted by law, I release and indemnify the Hearts in Hand Horsemanship, LLC from and against any present or future claim, loss or liability for injury to person or property which I may suffer, up to and including death, or for which I may be liable to any other person, during or as a result of my participation in any activity at the Hearts in Hand Horsemanship, LLC.

**MISCELLANEOUS:** (24) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors.

(25) Should the Hearts in Hand Horsemanship, LLC or anyone acting on its behalf be required to incur attorney’s fees and costs to enforce this Release, I agree to indemnify and hold them harmless for all such fees and costs. (26) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of New York, without regard to its conflict of law rules.

(27) If a provision of this Release is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Release will not be impaired.

(28) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Rensselaer County, New York. I consent and submit to the jurisdiction of any local, state, or federal court located in Rensselaer County, New York. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary, that I am not subject to any requirements concerning the performance of specific work at specific times, and I am not employee of the Hearts in Hand Horsemanship, LLC. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation the Hearts in Hand Horsemanship, LLC, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor(‘s/s’) capacity, to act in accordance with this Agreement, and I release the Hearts in Hand Horsemanship, LLC and said parties on behalf of the minor(s) and the minor(‘s/s’) parents or legal guardian of said minor(s).

(29) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made. My agreements to the provisions in this form are voluntary, knowing, and willing. I agree my releases are binding upon me, the minor(s) below for whom I am signing, my heirs, executors, administrators, legal representatives, and successors.

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  State: \_\_\_\_  Zip: \_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge and agree that any form of equine activity, including farm work, horseback riding and associated activities including mounted archery, grooming, ground work, feeding of horses, and physical activity may carry with it some inherent risks of injury, including insect stings, allergic reactions, and bodily injuries requiring medical attention. I further acknowledge and agree and take full responsibility for those risks that include any injury sustained at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040. I acknowledge and agree that I have personal liability and medical insurance to cover any injury sustained during my participation in activities at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040. I take full responsibility for all my actions while engaging in activities at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040.

By signing this agreement, I waive my right to bring legal action to recover compensation or obtain any other remedy for any injury arising out of my participation an internship at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040., taught by Julie Harrell, now or at any time in the future. Furthermore, I agree that I will not sue or otherwise make any claim against Hearts in Hand Horsemanship, LLC. for injury or damage, however caused, as a result of my participating in a farm internship at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040.

I certify that I am 18 years of age or older and that I am physically able to engage in any equine related activity. I have carefully read this agreement and fully understand its contents. I have been cleared by my medical professional (i.e., doctor and/or other provider) to participate and engage in equine related activity, and release Julie Harrell and Hearts in Hands Horsemanship LLC from all liability should I injure myself during horsemanship lessons at Cherry Plain Sanctuary Farm at 121 Cherry Plain Sq, Cherry Plain NY 12040.

If for any reason, any provision of this release is determined to be invalid, illegal or otherwise unenforceable, such determination shall not nullify, invalidate or otherwise impair any other provisions of this release.

Sign name if 18 years of age or older:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If under 18, the participant’s legal guardian must print his or her name and relationship to the participant and sign below:

Print name and relationship to minor below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_