

APPLEWOOD FARM, LLC
 30 Fox Hill Road, Califon, NJ 07830
 908-334-0105

RELEASE FROM LIABILITY

This Liability Release and Express Assumption of Risk is made and entered into on this _____ day of _____, by and between Applewood Farm LLC, hereinafter designated Applewood Farm, and

_____, hereinafter designated Participant; and if Participant is a minor, Participant's parent or guardian must sign. In return for the use of the property, facilities and services of Applewood Farm and Marilyn Payne, the Participant and his heirs, assigns and legal representatives hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage on his horse, personal property and self.
2. Participant understands there are Inherent Risks in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine, including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.
3. Participant expressly assumes responsibility for all risks involved in or arising from participant's use of or presence upon equine professional's property and facility 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 and/or the negligence and/or deliberate act of another person.
4. Participant agrees to hold Applewood Farm and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable, and releases 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 Participant's use of or presence upon Applewood Farm'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 gross negligence of Applewood Farm.
5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance 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.
6. Participant agrees to indemnify and defend Applewood Farm against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon Applewood Farm's property and facilities.
7. Participant agrees to abide by all of Applewood Farm's rules and regulations, and Participant is responsible for using protective gear: i.e., ASTM/SEI certified helmet and boots.
8. This contract is non-assignable and non-transferable and is made and entered into the State of New Jersey, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause is null and void.
9. **WARNING:** Under New Jersey Law, an equestrian area operator is not liable for an injury to or the death of a participant in equine animal activity resulting from the inherent risks of equine animal activities, pursuant to P.L.1997,c.287 (C.5:15-1 et seq).

Participant's Signature	Applewood Farm LLC Signature
Print Participant's Name	Participant's Phone #
Parent/Guardian Signature (under 18)	Participant's Email Address
Participant's Street Address	City, State, Zip