

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**  
**READ CAREFULLY BEFORE SIGNING**

I agree to this agreement with Equine Time USA, LLC, a Delaware limited liability company (hereafter referred to as "Equine Time") as a condition for it allowing me to do any or all of the following at any time and at any location: be near horses, ponies, mules, or donkeys (hereafter referred to as "equines"); enter premises, land, facilities, barns, arenas, paddocks, and surrounding land where equines may be located; work with, handle and/or receive instruction or guidance related to handling, working with or working near equines; participate directly or indirectly in educational, therapeutic, and/or instructional activities that involve (directly or indirectly) equines; be near, handle, lead, work with, and/or maneuver equines at any time or location; use equine-related equipment or implements supplied by Equine Time; and/or visit, meet, and/or work with professionals, therapists, specialists and/or other persons (who may or may not be affiliated with the equine industry or with Equine Time). *All of these activities, individually and collectively, will be referred to as "The Activities" throughout this document.*

NAME (Please print clearly): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Work] \_\_\_\_\_ [Cell/Other] \_\_\_\_\_

**IT IS AGREED AS FOLLOWS:**

1. I understand that although I am signing this document today, I intend for it to be valid and binding today *and* at all times in the future when I engage in any or all of **The Activities** at any location and when I am preparing for, participating in, observing, attending, or leaving any or all of **The Activities**.

2. **Consideration/Binding Effect.** I am signing this document in consideration for being allowed to engage in any or all of **The Activities**, now and in the future.

3. **Risks.** I understand that anyone handling, working with, or even near an equine at any location can suffer bodily and other injuries. Equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine can be to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals that are near them.

I also understand that handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example, those dangers that are an integral part of equine animal activity, which shall include, but need not be limited to: a. The propensity of an equine animal to behave in ways that result in injury, harm, or death to nearby persons; b. The unpredictability of an equine animal's reaction to such phenomena as sounds, sudden movement and unfamiliar objects, persons or other animals; c. Certain natural hazards, such as surface or subsurface ground conditions; d. Collisions with other equine animals or with objects; and e. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including but not limited to failing to maintain control over the equine animal or not acting within the participant's ability. *I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned in this document. I am NOT relying on Equine Time or anyone affiliated with Equine Time to list all possible equine or non-equine-related risks in this document or any time, now or in the future.*

INITIAL HERE: \_\_\_\_\_ **ADDITIONAL EXPRESS ASSUMPTION OF RISKS:** Under New Jersey law "a participant and spectator are deemed to assume the inherent risks of equine animal activities created by equine animals, weather conditions, conditions of trails, riding rings, training tracks, equestrians, and all other inherent conditions. Each participant is assumed to know the range of his ability and it shall be the duty of each participant to conduct himself within the limits of such ability to maintain control of his equine animal and to refrain from acting in a manner which may cause or contribute to the injury of himself or others, loss or damage to person or property, or death which results from participation in an equine animal activity." N.J.S.A. 5:15-3.

INITIAL HERE: \_\_\_\_\_ **4. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, heirs, representatives, and assigns) agree to each of the following:

(a) Equine Time USA, LLC, Henrietta M. Pesce, and their respective members, managers, employees, agents, independent contractors, contractors, instructors, assigns, volunteers, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their own ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. This document is intended to be valid and binding to the fullest extent allowed under New Jersey law.

**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 ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1, et seq).**

INITIAL HERE: \_\_\_\_\_ **5. INDEMNIFICATION.** To the fullest extent allowed by New Jersey law, I also agree to indemnify and hold harmless The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against The Released Parties (or either of them individually) that are in any way connected with my participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by Equine Time, The Released Parties, or by others on their behalf.

**6. Emergencies.** Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

**7. Independent Equine Professionals.** I am aware that equine professionals (including, but not limited to, trainers, clinicians, and/or instructors) may occasionally do business at or near the location where The Activities take place. However, I understand that they have independent businesses and have no employment, partnership, joint venture, principal-agent or other similar arrangement with Equine Time.

8. New Jersey law applies to this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause should conflict with applicable law, only that clause will be null and void but the remainder of this document shall stay in full force and effect at all times. This document can only be modified in writing and signed by me and Henrietta M. Pesce (on behalf of Equine Time). I agree to pay any attorney fees and costs for The Released Parties (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless The Released Parties for all such fees and costs. Any disputes that may arise under this document, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Somerset County, New Jersey.

9. ALSO, I REPRESENT (please check and initial each box below):

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR IF PROPERTY IS DAMAGED BY MY PARTICIPATION IN ANY OR ALL OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST THE RELEASED PARTIES; AND
- ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

ACCEPTED BY:

MANAGING MEMBER OF EQUINE TIME USA, LLC, a Delaware limited liability company

SIGNATURE: \_\_\_\_\_  
Henrietta M. Pesce

DATE OF SIGNATURE: \_\_\_\_\_

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