



Please Read
& Initial Each
Paragraph in
Left Margin.

4467 Carter Road Fairport, NY 14450 (585) 377-9568

Agreement to Hold Harmless

WITNESS THIS AGREEMENT dated this _____ day of _____, 200__ by and between The Mounting Block, Inc., hereinafter referred to as Management, and _____ [First and Last Name], hereinafter referred to as User, and, if User is a minor, User's parent or guardian, _____ [First and Last Name]. For consideration received, and in return for the use, today and on all future dates of the services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, assigns and representatives, hereby agree as follows:

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1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equine to behave in ways such as: running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, person or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising from therefrom. User agrees to abide by and follow Management's rules and regulations, which shall be posted and/or available from time to time.

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2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses by Management personnel.

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3. User (User's parent or guardian if User is a minor) agrees to hold harmless, indemnify, and defend management against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with user's use of the property of Management. In the event User is a minor, the parent or guardian shall further indemnify, defend, and hold Management harmless from any such claims by said minor child.

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4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

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5. User agrees to waive the protection of any applicable statutes in this 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 said release.

Management

User

Date

Parent or Guardian if User is a Minor