

LAKESIDE FARM PROPERTIES, LLC

428 Cty. Rt. 3 Putnam Station, NY

RIDING PROGRAM RELEASE OF LIABILITY

Lani Ohly, Instructor

Release of Liability

I, the undersigned, in consideration of the services of Lani Ohly and Lakeside Farm Properties, LLC, its partners, its officers, employees, agents or representatives, contractors and suppliers, hereby agree to release and discharge Lani Ohly and Lakeside Farm Properties, LLC, on behalf of myself, my heirs, assigns, personal representatives and estate including a child or ward for whom I sign as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand that Lani Ohly and Lakeside Farm Properties, LLC do not wish to frighten me or reduce my enthusiasm for horseback riding, but believe that it is important for me to know in advance what to expect and to be informed of these risks. The following describes some, but not all, of those risks:
 - Environmental risks, including but not limited to insects, snakes, large animals, flash floods, lightning, sunburn, slippery or otherwise undesirable footing or ground conditions, and the unpredictable forces of nature including weather which may change to extreme conditions without notice.
 - Falls or other injuries or loss of property arising out of including but not limited to the selection of equipment, or the selection and training of employees and horses, or instruction regarding the riding of or any activity around any horse on the premises, whether or not it's owned by Lani Ohly or Lakeside Farm Properties, LLC.
 - Risks include, including but not limited to, the unpredictable nature of horses, including their reaction to sound, sudden movement and unfamiliar objects, persons or animals, and falling from and being thrown, kicked, bitten or fallen upon by a horse because of land conditions and hazards including, uneven terrain, objects or other animals, and loose, worn, or improperly fitted gear and tack; and including any alleged careless, inexperienced, or unprofessional behavior of others including failure to control a horse.
 - Risks related but not limited to the selection of the horse which I ride, other horse I interact with, and the tack and gear and certain personnel associated with my ride, may or may not be supplied by others under contract to Lani Ohly and Lakeside Farm Properties, LLC, and I specifically include in this Release & Participant Acknowledgement of Risk any injury or losses of property that may be caused by those items, animals, and persons supplied by contract.
2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my or others' property arising from my participation in this activity. I understand that the description of these risks is not complete and that other known or unanticipated risks may result in injury, death, or property damage. I agree to assume responsibility for the risks identified here and those risks not specifically identified. My participation in this activity

is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.

3. **WARNING: PARTICIPANTS WHO ENGAGE IN EQUINE ACTIVITIES ASSUME THE RISKS OF ENGAGING IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**
4. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Lani Ohly and Lakeside Farm Properties, LLC, including its agents or employees, and all other persons or entities from any and all liability claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Lani Ohly and Lakeside Farm Properties, LLC including its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property.
5. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I'M ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY PARTY FOR BODILY INJURY OR PROPERTY DAMAGE.**
6. Should it become necessary for Lani Ohly and Lakeside Farm Properties, LLC, or someone on its behalf to incur attorney's fees and costs to enforce this agreement, or any portion thereof or because of my failure to abide by its terms, I agree to pay its reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
7. **IN SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT RIDING IS AT LEAST AS DANGEROUS AS OTHER HIGH RISK SPORTS SUCH AS BIKING, SKIING, ETC. I UNDERSTAND THAT ALL RIDERS FALL NOW AND THEN, IT'S JUST A MATTER OF WHEN.**
8. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I have no past or present physical or psychological condition that might affect my participation in the activity, and to my knowledge, I am capable of participating in the activity without causing harm to myself or others. I authorize Lani Ohly and Lakeside Farm Properties, LLC to obtain or provide emergency hospitalization, surgical, or other medical care for me.
9. I understand that it is my responsibility to wear proper footwear, attire and adhere to advertised riding participant weight and physical fitness policies. Every rider (except small children) must be capable of getting into the saddle from a mounting block without assistance beyond horse/stirrup steadying.
10. **I UNDERSTAND THAT I HAVE THE RIGHT TO A REFUND OF ANY FEES PAID IF I AM UNWILLING TO ACCEPT SUCH RISKS AND RESPONSIBILITIES. (I understand that I will not pay for my riding experience until I have read and returned this release of liability and all relevant materials available at [https:// www.innonlakechamplain.com/horsefarmbandb.html](https://www.innonlakechamplain.com/horsefarmbandb.html)).**

11. I understand and agree that this Release & Acknowledgement of Risk is governed by the State of New York.
12. My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms. References herein to “I”, “my”, “myself” and other first person references shall include any child or ward for whom I sign.

Printed Name(s), Height(s), Weight(s) including tack:

If Under 18, a Parent or Guardian is Required:

Date:

Signature(s) of Participant(s):

Signature of Guardian:

Phone(s):

Address(es):
