



*Licensed Parelli Professional*

*Jesse R. Peters*

*Licensed Parelli Professional- 4 Star Senior Instructor*

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## **WAIVER OF LIABILITY**

I, \_\_\_\_\_, the Applicant, (or the undersigned rider's / participant's legal representative, if such is a minor or does not otherwise have the legal capacity to contract) have read and understand, and freely and voluntarily enter into this Waiver of liability Agreement with Jesse Peters, understanding that this Waiver of Liability agreement is a waiver of any and all liability(ies), and is subject to the following terms and conditions.

1. **STATE STATUTORY WAIVER AND WARNING**, I, being the rider/participant (or the person having legal responsibility for the rider if such person is a minor or does not otherwise have capacity to contract), acknowledge that I understand and agree with the State law that that governs this area.

2. **ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF LIABILITY, AND INDEMNITY**, I, being the rider/participant (or the rider's/participant's legal representative if the rider/participant is a minor or does not otherwise have the capacity to contract), acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unsafe terrain (including but not limited to sink holes, stump holes, wild animals and snakes, and so on). I, hereby declare that I am assuming all risks of loss of any kind in connection with activities on the premises of or arising from property owned or used by Jesse Peters, including such losses or damages to automobiles, campers or trailers, on or near the premises, and that I shall be solely responsible for any loss of any kind, including theft or property damage or loss, including risks or events of injury from falls, horses, equipment, personnel and/or facilities used or owned by Jesse Peters, from any cause whatsoever, including negligence of any person whatsoever. I hereby release and waive any and all claims against Jesse Peters, their lessees and lessors, their proprietors, and their agents thereof, I hereby agree to indemnify and hold harmless Jesse Peters, their lessees or lessors, their proprietors, and their agents, from any and liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from their presence to that of their agents or their horses or personal property on or near the proprietor's premises.

(TURN OVER)

I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE A HAZARDOUS ACTIVITY AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, AND VERIFY THESE STATEMENTS BY PLACING MY INITIALS HERE: \_\_\_\_\_

3. **INSURANCE**, I also acknowledge and agree that I hold the responsibility to obtain and keep in force sufficient insurance coverage (including, but not limited to, liability, health and life) to protect me from any expense, liability claims or damages mentioned or included in this Waiver of Liability agreement, and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I will be bound and liable there under.

4. **SAFETY EQUIPMENT**, I have been advised to purchase and wear a helmet or hard hat (approved for equestrian activities) during my lesson/clinic/workshop etc. I also understand that I am to wear sturdy shoes when in the presence of horses and footwear designed for horseback riding when riding. Riders under the age of 18 are required to wear a helmet or hard hat (approved for equestrian activities) and footwear designed for horseback riding.

5. **PROPERTY/EQUIPMENT/HORSES**, I warrant that all of my equipment is in good working order, and that any horses I have brought are healthy, and currently are properly immunized and have received a negative coggins test.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND JESSE PETERS, ANY AGENTS OR AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL, I AGREE THAT THIS AGREEMENT SHALL BIND ME, MY LEGAL REPRESENTATIVES, DISTRIBUTEES, GUARDIANS, ASSIGNS, HEIRS, AND NEXT OF KIN AND THAT IT MAY BE PLEADED IN BAR TO ANY LEGAL ACTION COMMENCED IN ANY COURT CONTRARY TO THE TERMS HEREOF:

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

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

**City, State, Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Cell phone #:** \_\_\_\_\_ **Savvy Club #:** \_\_\_\_\_

**Emergency Contact Name & #:** \_\_\_\_\_

Executed At: (**Location**) \_\_\_\_\_, on (**Date**) \_\_\_\_\_

**Releasor** (person participating in Clinic/Lesson/Workshop, or legal representative of)

**Signature:** \_\_\_\_\_

I CERTIFY THAT ACKNOWLEDGED IN MY PRESENCE THAT HE OR SHE HAS READ AND FULLY UNDERSTOOD THE MEANING AND CONSEQUENCES OF THE FOREGOING RELEASE, AND SIGNED IT IN MY PRESENCE.

**Witness Signature:** \_\_\_\_\_