CROSSWINDS
EQUESTRIAN CENTER

WAIVER AND RELEASE OF LIABILITY/ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EQUINE ACTIVITY LIABILITY ACT WARNING: CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK
Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.

For and in consideration of Crosswinds Equestrian Center, Inc. and Trinity Equine, LTD., 17 Crosswinds Lane, LaGrangeville, New York, allowing me, the undersigned, to participate in any capacity, including but not limited to as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer, volunteer and/or viewer (the "Participant") in an event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities (the "Activities") at Crosswinds Equestrian Center; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **Acknowledgment of Risk:** The undersigned, willingly and voluntarily, acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian activity involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses and the inherently dangerous nature of the activity ("Risks").
B. **Assumption of Risk:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Activities, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of being a Participant in the Activities. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Activity at Crosswinds Equestrian Center.
C. **Waiver and Release of Liability, Hold Harmless and Indemnity:** In conjunction with my participation in of the above Activities, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Crosswinds Equestrian Center, Inc. and Trinity Equine, LTD., the owners, managers, or lessors of Crosswinds Equestrian Center; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
D. **Complete Agreement and Severability Clause:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the above activities at Crosswinds Equestrian Center. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Name	DOB	Address	Date

Signature	Telephone Number

Signature of Parent/Guardian – if a minor	Name of Parent/Guardian – if a minor	Date