

Spring Brook Farms offering Equine Assisted Programs for Fun, Learning and Therapy.



Spring Brook Farms, LLC Release of Liability

This RELEASE of LIABILITY is made and entered into by and between Spring Brook Farms LLC, hereinafter designated MANAGER and the PARTICIPANT/RIDER, and if Participant/Rider is a minor, Participant's/ Rider's parent or guardian. In return for the use, today and on all future dates of the property, facilities and services provided by the Manager, the Rider/Participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Participant/Rider agrees to assume any and all risks involved in or arising from the Participant's/Rider's use of the Manager's services or presence upon Manager's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
2. Participant/Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participant's/rider's use of services provided by the Manager or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
3. Participant/Rider agrees to waive the protection afforded by any statute or law in any 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 the release.
4. Participant/Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the participant's/riders use of or presence upon the Manager's property and facilities.
5. Participant/Rider agrees to abide by all of Manager's rules and regulations.
6. If Participant/Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
7. It is the responsibility of the Participant/Rider to carry full and complete insurance coverage on his horse, personal property and himself.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Indiana, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Participant/Rider and Participant's/Rider's parent or guardian, if Participant/Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
9. Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.
10. I consider these risks to be offset by the benefits that may be received by participating in an equine program at or with Spring Brook Farms, LLC.

I have read and understand the above information and agree with it in it's entirety.

Date of Entering into the Release of Liability
by and with Spring Brook Farms, LLC.

Participant's/Rider's Name

Signature of Participant/Rider or Participant's/ Rider's Parent or Guardian (If a minor.)