



Herbst Arabians LLC. Recreational Equestrian Activities Waiver and Release Agreement

This recreational Equestrian Activities Waiver and Release Agreement is executed by and between Herbst Arabians LLC of _____ (Herbst Arabians) and _____ (Client).

For one dollar and other valuable consideration, the receipt of which is hereby acknowledged, Herbst Arabians LLC and Client agree as follows:

1. Herbst Arabians LLC provides recreational equestrian activities to contracting Parties.
2. Client has accurately disclosed to Herbst Arabians LLC his/her riding ability and experience level. Client acknowledges that Herbst Arabians LLC relies on the client's accurate disclosure of riding ability in order to provide the proper level of recreational equestrian activity.
3. Client understands and acknowledges that there are risks and hazards inherent in the dealing with horses. ("recreational equestrian activities"). For example, client understands that some of the inherent risks include:
 - a. The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine;
 - b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
 - c. That there may be hazards, including but not limited to, surface or subsurface conditions;
 - d. The possibility of a collision with another equine, another animal, a person or an object.
 - e. The potential of the client to act in a negligent manner that may contribute to injury, death, or loss to the person of the client or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the stated ability of the client;
 - f. Riding, jumping, showing, trail riding and the like
 - g. Teaching, instructing and evaluation, both the rider and the horse;
 - h. Routine care and feeding of the horse, including veterinary and farrier;
 - i. Travelling, loading and unloading of horses; and,
 - j. Breeding activity, both natural and artificial.
4. Client acknowledges that Herbst Arabians LLC has relied on the disclosure by client of his/her rider ability and experience level to determine the proper horse (if Provided) and training for Client.
5. Client acknowledges and accepts the "Assumption of Risk by person engaged in recreational

activities” as set forth in Connecticut General Statutes 52-556p which states: “Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any inquiry to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximity caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities of the failure to guard or ward against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.” Herbst Arabians and its employees are not responsible for any medical payments or hospital payments.

Client hereby waives, release and hold harmless Herbst Arabians LLC, its officers, directors, employees and subcontractors from any and all claims or causes of action, including but not limited to negligence (as set forth in C.G.S. 52-556p) involving any recreational equestrian activities or services provided to Client by Herbst Arabians LLC, its officers, directors, employees and subcontractors.

Client acknowledges and agrees that the Client has been given sufficient time to read, understand and to ask any questions concerning the intent and terms of this Agreement. Client further acknowledges that the Client has made sufficient inquiry as to the services, facilities and research as Client deems necessary and prudent before executing this Agreement.
Herbst Arabians LLC.

Parent/Guardian is signing on behalf of all parental parties.

Clients must give 24 hours notice if they are unable to attend a scheduled lesson. Less than 24 hours will result in being charged for the lesson.

Date: _____ HA Signature: _____

Date: _____ Client Signature: _____

Parent/Guardian signature if under 18

In case of an emergency:

Name: _____ Relation: _____

Phone number(s): _____

Name: _____ Relation: _____

Phone number(s): _____

E-mail Address of client for upcoming events: _____