

RELEASE AND WAIVER OF LIABILITY AGREEMENT



TODAY'S DATE: _____

Name _____
Address _____
City / State/ Zip _____

Phone (H) _____ (W) _____
Cell _____ E-Mail _____
Birth Date _____

As a condition of my involvement with any and/or all programs at RHAPSODY IN BLUE/ MEYER SHOW HORSES and hereafter referred to only as RBS/MSH, as personnel, client, customer, participant, student, visitor, volunteer, applicant or instructor, I hereby represent to RBS/MSH as follows:

1. A farm/ranch/stable operation is a dangerous environment, and that farm animals, farm equipment, various wire, buildings, stacked hay, tools, chemicals, medicines, manure, slick surfaces, uneven ground, vegetation, holes, wildlife, pets and many other hazards are present and potential sources for accidents that can cause bodily harm and even death and I am aware that being around horses and horseback riding is a dangerous activity that could result in serious injury or death.
____ (initials)
2. I acknowledge that RBS/MSH carefully chooses its horses with human safety being the primary concern. However, I understand that horses are unpredictable and potentially dangerous. I also acknowledge my personal risk and accept that risk.
____ (initials)
3. I agree to assume all risks associated with the farm/ranch/stable environment including, but not limited to, handling horses and horseback riding and to absolve RBS/MSH, its personnel, agents, and/or representatives from any liability for injury to me or my property.
____ (initials)
4. I have been fully informed and advised by RBS/MSH that I must wear an ASTM/SEI equestrian helmet while mounting, riding, dismounting and otherwise being around horses. I recognize that any head gear provided by RBS/MSH is a temporary courtesy and that proper fitting is not guaranteed. I further recognize and agree to obtain my own ASTM/SEI equestrian helmet as soon as possible.
____ (initials)
5. I agree to pay any losses incurred by RBS/MSH for damage to the person or property of others caused by me in the farm/ranch/stable environment and while riding or otherwise handling or dealing with horses.
____ (initials)
6. I am at least 18 years of age (OR if the parent or legal guardian of a minor that is a participant), I have reviewed these terms with my minor child.
____ (initials)

WARNING

Under Alabama law, an equine activity sponsor or 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, pursuant to the Equine Activities Liability Protection Act.

I AGREE TO THE PROVISIONS ABOVE AND HAVE READ AND UNDERSTAND AND AGREE TO ALL OF THE GENERAL TERMS WHICH ARE PROVIDED TO ME AND PUBLISHED ON THE RBS/MSH WEBSITE AT www.winningarabians.com TO INDUCE RBS/MSH TO ALLOW ME TO BE INVOLVED IN ANY WAY WITH ANY PROGRAM WITH RBS/MSH, I AGREE TO BE BOUND BY THE "GENERAL TERMS". IF I FAIL TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR CLAIM NOT TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY REASON OF MINORITY STATUS OR OTHERWISE, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RHAPSODY IN BLUE, MEYER SHOW HORSES, PROPERTY AND/OR THE BUSINESS OWNERS, PARTNERS, AGENTS, ATTORNEY, PERSONNEL, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES FROM ANY AND ALL LIABILITY OR LOSSES RESULTING FROM ANY SUIT AGAINST RBS/MSH BY MYSELF OR OTHERWISE RESULTING FROM A BREACH OF THIS AGREEMENT.

DATE

OWNER/APPLICANT

IF APPLICANT IS A MINOR:

I AM THE PARENT OR LEGAL GUARDIAN OF THE APPLICANT _____. I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE "GENERAL TERMS" PROVIDED TO ME AND PUBLISHED ON THE RBS/MSH WEBSITE AT www.winningarabians.com. TO INDUCE RBS/MSH TO ALLOW THE ABOVE APPLICANT TO BE INVOLVED WITH ANY PROGRAM AT RBS/MSH. AS AN EMPLOYEE, PARTICIPANT, STUDENT, OWNER, SERVICE PROVIDER, VISITOR, VOLUNTEER, APPLICANT OR INSTRUCTOR, I AGREE TO BE BOUND BY THE "GENERAL TERMS". IF I FAIL TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR CLAIM NOT TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY REASON OF APPLICANT'S MINORITY STATUS OR OTHERWISE, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RHAPSODY IN BLUE, MEYER SHOW HORSES, PROPERTY AND/OR THE BUSINESS OWNERS, HORSE OWNERS, PARTNERS, AGENTS, ATTORNEY, EMPLOYEES, SERVICE PROVIDERS, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES FROM ANY AND ALL LIABILITY OR LOSSES RESULTING FROM ANY SUIT AGAINST RBS/MSH BY MYSELF OR OTHERS OR OTHERWISE RESULTING FROM A BREACH OF THIS AGREEMENT.

DATE

PARENT/GUARDIAN

DATE

APPLICANT

RETURN COMPLETED FORM TO Rhapsody in Blue Personnel

OFFICE ONLY: Expiration date: _____ Scheduled: _____ Reissued: _____

5/01/10