

Erica E. Eggert
WAIVER, ASSUMPTION OF RISK AGREEMENT, AND LIABILITY RELEASE
New Jersey
PLEASE READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Erica E. Eggert (hereafter referred to as "Instructor") as a condition for allowing me, and/or persons identified below, to engage in any or all of these activities: attend and/or participate (directly or indirectly) in one or more lessons, clinics, horse shows, instructional activities with Instructor; be near horses or ponies (regardless of who owns them); handle horses or ponies; receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location from Instructor; ride horses or ponies on or near the facilities of any location where lessons, clinics, horse shows, instructional activities with Instructor takes place; observe Instructor handling my own horse or pony; and/or use equipment on or near horses or ponies before, during, or after lesson, clinic, horse show, or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

Name of Contracting Party:

Address of Contracting Party:

Phone: Home: Business: Cell:

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. Age: 2. Age:

Date of Birth

Date of Birth

All parts of this agreement shall apply to me and to the children/legal wards listed above. [We will collectively call ourselves "I", "me", or "my" throughout this agreement.] This waiver, Liability Release, and Assumption of Risk Agreement is intended to be valid and binding ***at all times, now and in the future***, when Instructor permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities at any time and at any location.
 2. *Risks/Assumption of Risk.* I understand that anyone riding, handling, or even near a horse/pony (hereafter may be referred to as equines) can suffer bodily and other injuries at any time and without warning. Among other things, horses/ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of horses/ponies are to jump forward or sideways, back up suddenly, or run away from danger by trotting or galloping. Horses/Ponies are also known to kick, buck, rear up, spin around, strike, or bite. I know the horses/ponies can do any of these things without warning. I also understand that all horses/ponies, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.
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Further, I understand that riding, handling, working with, or even being near a horse/pony can expose me to numerous hazards, which could include *for example*: (a) the propensity of a horse/pony to behave in ways that result in injury, harm, or death to nearby persons; (b) the unpredictability of a horse/pony's reaction to such phenomena as sounds, sudden movement, and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface ground conditions; (d) collisions with other horses/ponies or with objects; and (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including but not limited to failing to maintain control over horse/pony or not acting within the participant's ability. **I understand these risks and dangers that are inherent and integral part of equine activities, and I agree to assume each of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Instructor to list all possible equine-related risks for me in this document or at any other in the future.**

3. *Signer's Representations/Assumption and Acceptance of Risks.* I agree to assume the inherent risks of any aspect of The Activities and equine animal activities, weather conditions, conditions of trails, riding rings, equestrians, and all other inherent conditions. I also agree to know that the range of my abilities and I will conduct myself within the limits of such abilities to maintain control of an equine and to refrain from acting in a manner which may cause or contribute to the injury to myself and others, loss or damage to person or property, or death which results from participation in an equine activity.

4. **WAIVER AND LIABILITY RELEASE:** As consideration for Instructor allowing me to engage in any or all of The Activities, now or in the future, to the greatest extent allowed under New Jersey Law, and with full knowledge and appreciation of the risks of equine activities, I (on behalf of myself and my minor child/ren, if any) freely and voluntarily agree to each of the following: (a) Erica E. Eggert, and any barn, farm, or stable being used by Instructor as equestrian facility, and their respective employees, agents, assistants, representatives, assigns, and others acting on their behalf shall not be liable for any personal injuries, personal property damages, or losses of any kind that I (and/or minor child/ren, if any) may sustain as a result of participating in, preparing for, attending, or engaging in any of The Activities at any time; (b) I/we fully and forever release, waive, and discharge all claims, demands, damages, rights of action, or causes of actions, present or future, whether the same be known, unknown, anticipated or unanticipated against Erica E Eggert, and barn, farm or stable used by Instructor as equestrian facility, and their respective employees, agents, assistants, representatives, assigns, and other acting on their behalf caused by their ordinary negligence resulting or arising from my/our engaging in The Activities at any time and at any location (except is such injury or damage is directly caused by Instructor's willful or wanton disregard for my safety; or intentional wrongdoing). The term "damages", means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages.

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO P.L., CHAPTER 287.

If the Activities involve the use of an equine that I own or that have lawful use and possession of, I also agree to hold harmless and release Erica E. Eggert, any barn, farm or stable being used by Instructor, and their respective employees, agents, assistants, representatives, assigns, and others acting in their behalf from liability for any and all injuries, damages, or losses that the equine(s) may sustain at any time arises out of its involvement (directly or indirectly) in the Activities that may accrue from any cause whatsoever, including accidents, illness, or injuries (except if such injury or damage is directly caused by Instructor's intentional misconduct, gross negligence, or wanton and will misconduct).

5. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Erica E. Eggert, and any barn, farm or stable being used by Instructor as equine facility, and their respective owners, employees, assistants, representatives, assigns, or others acting on their behalf against all liability, claims, losses, actions, or expenses that are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location. ["Third persons" are any and all people who are not parties to this Agreement and includes, *but is not limited to*, my relatives, guests, other clinician participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Instructor's reasonable attorney fees.

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6. *ASTM/SEI Headgear.* I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and any location. Instructor has advised me that, for my own protection, I should purchase and wear property fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or when near equines. **I am not relying on Instructor to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.**

7. *Emergencies.* Person(s) to Contact in Case of Emergency:

Name(s): _____

Phone Number(s): _____ Relationship: _____

8. This Waiver, Agreement, and Liability Release is governed by New Jersey law and is intended to be as broad and inclusive as the law permits. This document can only be modified in a written document that is signed by me and Erica E. Eggert. Should any clause in this document conflict with the law, only that clause will be void and the remainder of this document shall stay in full force and effect at all times. It is also mutually agreed that any disputes arising under this Waiver, Assumption of Risk Agreement, and Liability Release, or any activities undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Ocean County, New Jersey, where Instructor resides and transacts business, and I agree that this is a convenient location.

9. ALSO, I REPRESENT THAT:

I HAVE READ THIS ENTIRE WAIVER, ASSUMPTION OF RISK AGREEMENT, AND LIABILITY RELEASE (ALL THREE PAGES), AND I FULLY UNDERSTAND ALL OF ITS TERMS;

I AM AT OR OVER 18 YEARS OF AGE;

I INTEND FOR THIS WAIVER, ASSUMPTION OF RISK AGREEMENT, AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

IT IS MY INTENTION TO RELEASE AND HOLD HARMLESS INSTRUCTOR AND OTHERS AFFILIATED WITH INSTRUCTOR TO THE FULLEST EXTENT ALLOWED UNDER NEW JERSEY LAW; AND

THE INFORMATION I HAVE PROVIDED IN THIS DOCUMENT IS TRUE AND ACCURATE.

Signature of Contracting Party:

Print Name:

Date:

Signature of Instructor:

Date: