

Tally Ho Farm LLC

Release

Name of rider _____ age _____

Name of parent _____ Phone # _____

Address _____ cell # _____

Email _____

Participants release and waiver of Liability assumption of risk and indemnity agreement

By signing this agreement, you are giving up certain legal rights, including the right to recover damages in case of injury , death or property damage. Read this agreement carefully before signing it. Your signature indicated your understanding of the agreement to its terms .

This is an agreement between the undersigned (or minor in my charge) and Tally Ho Farm LLC.

I, (herein the undersigned) on behalf of myself, my personal representatives, heirs, next of kin, spouse and assigns hereby:

1. Acknowledge that horseback riding is a dangerous activity and involves Risk that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and performance.

2. Knowing these facts and in consideration of the acceptance form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby :

A. Release discharge and promise not to sue Tally Ho farm LLC, doing business under its owners name or any other name and/or any of its owners, employees, agents, sponsors and sanctioning organizations(herein after the "Releasees"), for any loss liability and damage or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person or property.

B. Release the releasees from an claim that such releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care , fit or adjustment or saddles or bridles/halters, stadium /cross country jumps, riding areas, instruction on riding skills or supervising riding activities.

C. Indemnify and save and hold harmless Tally Ho Farm LLC and its employees, agents from any loss , liability , damage and cost they may occur arising out or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts of omissions of employees or agents.

D. Agree to abide by and follow any instruction given or rules established by Tally Ho Farm LLC or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or and equipment or gear therewith. READ AND SIGN YOUR AGREEMENT TO ABIDE BY THE GENERAL RULES AS LISTED ON THE BACK OF THIS FORM.

3. The undersigned expressly agrees that the foregoing release and waiver or liability , assumption of risk, and indemnity agreement is governed by the State of Utah and is indented to be broad and inclusive as is permitted by Utah Law, and that in the event any portion of this agreement is determined invalid, illegal or unenforceable, the validity , legality , and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

4. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Tally Ho Farm or its owner , agents, employees, judges, or managers for any injury or damage in breach of this contract, the Undersigned will pay for all attorney's fees and costs incurred by Tally Ho Farm LLC in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A REALEASE AND INDEMNITY FOR ALL CLAIMS.

Minor _____

Date _____

Parents name _____

Signature _____