

# **Irish Manor Stables**

## **Waiver of Liability, Assumption of Risk and Release Agreement**

This Agreement is made on this date: \_\_\_\_\_ by and between Irish Manor Stables and the following Participant and/or Participant's Parents or Legal Guardians, if Participant is under 18 years of age:

PARTICIPANT'S FULL NAME: \_\_\_\_\_

PARTICIPANT'S DATE OF BIRTH: \_\_\_\_\_ IS PARTICIPANT A MINOR? \_\_\_\_\_

NAME(S) OF PARTICIPANT'S PARENTS AND/OR LEGAL GUARDIANS (IF PARTICIPANT IS UNDER 18 YEARS OF AGE): \_\_\_\_\_

PARTICIPANT'S HOME ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER(S): (H): \_\_\_\_\_ (W): \_\_\_\_\_ (C): \_\_\_\_\_

EMERGENCY CONTACT(S): \_\_\_\_\_

EMAIL: \_\_\_\_\_

Hereinafter, Participant and/or Participant's parents or legal guardians will collectively be referred to as "I," "we," "me" or "my" throughout the remainder of this Agreement.

The parties to this Agreement hereby agree as follows:

1. I have asked Irish Manor Stables to permit me or my child(ren) to engage in equine-related activities, which may include but are not limited to allowing me to participate in or observe others engaging in the following: handling equine animals; riding equine animals; taking care of equine animals; participating in lessons, clinics, training or other instructional or educational activities related to equine animals;
2. By signing this document, I acknowledge and confirm that I understand and agree to the following:
  - a. Equine animals (such as horses, ponies, mules, donkeys, etc.) are unpredictable animals, regardless of training and/or temperament, and they may behave in unexpected ways, without warning;
  - b. Participating in or being a spectator of equine-related activities, such as those listed above, is dangerous and exposes me to inherent risks that include, but are not limited to: serious physical and/or emotional injury, disfigurement and even death;
  - c. Elimination of the risks of equine-related activities would be impractical and/or impossible; and
  - d. It is my responsibility and duty to conduct myself within the limits of my level of ability.
3. By signing this document, I confirm that I am knowingly and voluntarily assuming and accepting all risks to me and/or my minor child(ren), if any, whether known or unknown, that may arise out of participation in or observation of equine-related activities, regardless of the reasons therefor, including but not limited to: animal behavior, weather or environmental circumstances, condition of riding facilities, etc.
4. By signing this document, I agree that I, or my child(ren), if any, will wear a properly fitted and secured helmet that meets current ASTM /SEI standards at all times while mounted on an equine animal. I also understand that it is strongly recommended that such a helmet be worn at all other times that I or my child(ren), if any, are engaged in or observing other equine-related activities.

5. By signing this document, I hereby waive, discharge, release and/or covenant not to sue Irish Manor Stables, Luck Penny Stables, LLC, Stephanie Swites, Robert Swites, Barbara Swites and/or their respective employees, independent contractors, officers, members, agents, leaders, heirs, assigns and any other representatives (hereinafter "Releasees") from any and all liability or responsibility for any loss, damage, injury and/or death that is in any way connected to an equine-related activity, regardless of whether such loss, damage, injury and/or death is a result of the negligence, gross negligence or willful and wanton misconduct of the Releasees or any other individual or entity, whether known or unknown, anticipated or unanticipated, present or future. This includes, but is not limited to, harm that may result to me, my minor children, or to animals or other items that belong to me or my minor child(ren), if any.
6. By signing this document, I also agree to waive, release, discharge and indemnify the Releasees and hold them harmless from any and all liability, claims, expenses, demands, damages, losses, actions, causes of action or lawsuits, present or future, that are brought by me or any third party arising out of my own negligence or the negligence of my minor child(ren), my farrier, my trainer, my veterinarian or others acting on my behalf that may be in any way related to, organized by, sponsored by and/or that occur on property owned by the Releasees, whether known or unknown, anticipated or unanticipated, present or future. Such indemnification shall include Releasees' attorney's fees and costs of litigation.
7. By signing this document, I confirm that it is my wish and express intention that my assumption of risk, waiver and release of liability shall be binding on my family members, heirs, assigns, executors, administrators and/or other representatives, including any minors who may participate and/or observe the subject equine-related activities and any parents and/or legal guardians thereof.
8. By signing this document, I acknowledge the existence of the Equine Activities Liability Act (the "Act") and I agree that the Act serves as a complete bar of suit and a complete defense to a lawsuit brought by a participant or spectator against an Operator, as defined in the Act.

**EQUINE ACTIVITIES LIABILITY ACT (N.J.S.A. §5:15-1, et seq.):**  
UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT  
LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN  
EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT  
RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997, C.  
287, C:5:15-1 ET SEQ.

**I hereby acknowledge that I have read the above language in its entirety. I understand and voluntarily agree to be bound, and intend to bind my family, as well any other parents/legal guardians of any minor participants listed below, by its contents.**

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name(s) of Parents/Guardians, if  
Participant is under 18 yrs of age.

\_\_\_\_\_  
Signatures of Parents/Guardians

\_\_\_\_\_  
Date