**Bohemia River Equestrian Center, LLC.**

**CLIENT’S WAIVER, RELEASE AND INDEMNITY**

**This Release Contains Important Limitations of Legal Liability**

This Waiver, Release, and Indemnity is intended to be given for the benefit of

Bohemia River Equestrian Center, LLC. and their officers, directors,

managers, employees, agents, and successors in interest, all whom are hereinafter jointly and severally referred to as “BREC.”

The undersigned is a Client of BREC and may, pursuant and subject to the terms of

a separate agreement, utilize farm facilities and services for equestrian activities,

including but not limited to riding, boarding, stabling, training, lessons, showing,

entertaining guests, and any and all types of activities associated directly or indirectly

with equestrian activities. If Client is a minor, the term “Client” as used herein included

the minor and the undersigned parent(s) and/or guardian(s), jointly and severally.

In consideration of and in return for BREC (in addition to any fees charged or

consideration provided for in a separate agreement(s)) providing and making available

services and facilities to Client, Client hereby, for Client and all Client’s heirs, legal

representatives, guests and invitees, expressly acknowledges and agrees to the following:

1. Client acknowledges that there are inherent risks associated with equine activities,

and hereby expressly assume all risks associated with participating in such activities.

Client assumes all risks in connection there with and expressly waives any claims for an

injury or loss arising from such.

2. Client herby assumes for Client, Client’s children and Client’s guests and invitees

ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENT’S OR

CLIENT’S GUESTS USE OF OR PRESENCE UPON BREC AND ITS FACILITIES OR

PARTICIPATION IN A BREC SPONSORED ACTIVITY, including without limitation,

the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with

vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency

medical care, or the negligence or deliberate act of another person. It is the responsibility of Client to carry full and complete insurance coverage on his/her horse, personal property (including, but not limited to, horse trailers), himself/herself, children and guests.

3. Should the Client request transportation of his/her horse(s), or transportation of

said horse(s) is deemed necessary by BREC, it is also agreed that Client waives, releases, the Client or his/her horse(s) prior to or during discharges and holds harmless

Bohemia River Equestrian Center, LLC

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BREC, its owners, agents and employees, and all other persons from any and all rights, claims or liabilities for damages or for any and all injuries that might be sustained by the Client or his/her horse(s) prior to or during transportation.

4. Client herby agrees to hold BREC and its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable

and release them from all liability whatsoever, and AGREES NOT TO SUE them on

account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Client’s or Client’s guests’ use of or presence upon BCS property, facilities, and horses, including without limitation, those based on death, bodily injury, property damage, including consequential damages. Client agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extent to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

5. Client agrees to indemnify and defend BREC against, and hold it harmless from any

claims, causes of action, damages, judgments, costs, or expenses, including attorneys’ fees which in any way arise from Client’s or Client’s guests’ use of or presence upon BREC property, facilities, and horses or from participation in a BREC

sponsored activity, program, or show.

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**PHOTO RELEASE FORM**

I hereby authorize Bohemia River Equestrian Center to publish the photographs taken of me and/or the undersigned minor children, and our names, for use in the BREC’s printed publications, website, and Facebook page. I release Bohemia River Equestrian Center from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize the BREC to use their photographs and names. I acknowledge that since participation in publications and websites produced by Bohemia River Equestrian Center is voluntary, neither the minor children nor I will receive financial compensation. I further agree that participation in any publication and website produced by Bohemia River Equestrian Center confers no rights of ownership whatsoever. I release Bohemia River Equestrian Center, its contractors, and its employees from liability for any claims by me or any third party in connection with my participation or the participation of the undersigned minor children.

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names and Ages of Minor Children:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_