

NAME: _____
ADDRESS _____
Email: _____
PHONE: HOME: _____ WORK/CELL: _____

CUSTOMER RELEASE AND WAIVER OF LIABILITY

It is hereby agreed by and between Sunset Valley Farm, Maria Kenny, Peter Kenny, Apryl Vogt, Megan Antonious, Sue White, agents, employees, subcontractors, and assigns, (hereinafter collectively referred to as "Sunset Valley Farm") and any and all persons renting equipment, horses, ponies from or in any manner using or occupying any and all facilities utilized by Sunset Valley Farm or benefiting from the instruction of Sunset Valley Farm (for any reason whatsoever) _____ (hereinafter referred to as a "Customer") in consideration of the lease or use of horses, ponies and equipment, if any, and the use of facilities and instructions provided by Sunset Valley Farm, the Customer agrees to pay charges fixed for same and the Customer agrees in further consideration that:

1. All risks involved in the use of horses and/or ponies and the equipment and/or facilities used or occupied by Sunset Valley Farm are assumed by the Customer who further agrees to forever release Sunset Valley Farm and save Sunset Valley Farm harmless from any claims for injury or damage to person or property in any way resulting from the use of horses and/or ponies, equipment and/or facilities. The Customer hereto acknowledges and fully understands that activities involving horses and ponies (which include not only riding, but also by way of example and not limitation, grooming, feeding, leading, treating, and otherwise handling these animals and exposure to outdoor and indoor environments in pursuit of and during such activities) necessarily involve risk of serious injury, including permanent disability and death and severe social and economic losses, which might result not only from the Customer's own actions, inactions, or the negligence of others, or the condition of the premise or any equipment used. Furthermore, it is acknowledged that there may be other risks not known to the Customer or not responsibly foreseeable at this time. The undersigned Customer assumes all the foregoing risks and accepts personal responsibility for the damages following such injury, permanent disability or death.
2. The undersigned Customer waives, discharges, and covenants not to sue Sunset Valley Farm, as well as other participants, sponsoring agencies, sponsors and, if applicable, owners and lessors of the premises used to conduct horse and pony riding, and associated activities, all of whom are hereinafter collectively referred to as "Release" from demands, losses, or damages on account of injury, including death or damage to property, cause or alleged to be caused in whole or in part by negligence of the Release or otherwise regardless of the location at which such harm, damages, Losses or injuries should occur. The undersigned Customer also agrees that if anyone make any claims because of any injury to the undersigned Customer (including death) or for any damages to the property of the undersigned, the undersigned Customer will keep all those released by this Agreement free from any damages or costs because of such claims.
3. Customer agrees to permit his/her likeness or photograph – individually or as part of a group -- to appear on promotional materials and website of Sunset Valley Farm unless this paragraph is stricken at time of signature.

WHEREFORE, intending to be legally bound, I have hereunto set my hand and seal on the date below noted:

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING SAME, AND SIGNED IT VOLUNTARILY.

ALL PARTIES UNDER EIGHTEEN (18) MUST HAVE THEIR PARENT OR LEGAL GUARDIAN SIGN THIS WAIVER.

DATE: _____ SIGNATURE: _____