

AN AGREEMENT AND RELEASE FROM LIABILITY CONTRACT

PLEASE READ THIS DOCUMENT CAREFULLY

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between _____, (*print name*) the Pajarito Riding Club, (LESSEE) of the land with the riding arena, and the Pajarito Home Owners Association (OWNER) of the land with the riding arena. In exchange for use of property, facilities, and services of Owner and Lessee, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Lessee's property and/or the adjoining property.
3. I, for myself and on behalf of my child and/or legal ward, understand that the wearing of an ASTM/SEI CERTIFIED Equestrian Helmet while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. To the extent that I choose to not wear such a helmet when I ride, or to the extent I authorize my child to ride without such a helmet, I hereby protect, defend, indemnify and hold harmless the Pajarito Riding Club and the Pajarito Home Owners Association their officers, officials, employees and agents, free and harmless from, and against, any and all losses, penalties, damages and liabilities of every kind and character arising out of or relating to any and all claims, obligations, actions, proceedings, liens or causes of action arising directly or indirectly out of my or my child's failure or refusal to wear such a helmet while participating in equine activities at the LESSEE/OWNERS PROPERTY AND FACILITIES, or while engaged in an equine activity of the Pajarito Riding Club.]
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON LESSEE/OWNERS PROPERTY AND FACILITIES while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree the Lessee/Owner, and its agents are NOT liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Lessee/Owner and its agents completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with an equine activity during Rider's use of or presence upon Lessee/Owner's property.
7. **I AGREE NOT TO SUE** Lessee/Owner or its agents in association with ANY claims, damages, costs, or expenses arising out of Rider's use of or presence upon Lessee/Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Lessee/Owner.
8. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of New Mexico.

*******I have read and understand without question, this agreement and release of liability contract before having signed below.**

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Responsible Adult Signature