



WAIVER OF LIABILITY
York Hills Horse Park LLC

This agreement, by and between York Hills Horse Park LLC and the undersigned rider (hereinafter referred to as "rider"), (or the undersigned rider's legal representative, if such rider is a minor or does not otherwise have the legal capacity to contract), is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and is subject to the following terms and conditions:

1. **INDIANA STATUTORY WAIVER AND WARNING.** I, being the rider (or person having legal responsibility for the rider if such person is a minor or does not otherwise have the capacity to contract), acknowledge that I have read the warning notice and sign on the premises, and I understand that under Indiana laws an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to IN ST 34-31-5-1-5 and successive sections. "Equine" means horse and horse family.
2. **ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF ALL LIABILITY, AND INDEMNITY.** I being the rider (or the rider's legal representative if the rider is a minor or does not otherwise have the capacity to contract), acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume including any risks of unpredictable behavior, unsafe terrain (including, but not limited to dangers from train noise, hills, falling or fallen trees, soft ground, rodent holes, wild animals, snakes and so on). I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of or arising from York Hills Horse Park LLC including such personal injury or losses or damages to trucks, trailers or any vehicle, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for injury from falls, horse equipment, personnel and/or facilities of York Hills Horse Park LLC, from any cause whatsoever, including negligence of any person whatsoever, I hereby release and waive any and all claims against York Hills Horse Park LLC, its lessees and lessors, its proprietors, and its agents, from any and all liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from my presence or that of my agents or my horses or personal property on or near the proprietor's premises.
3. **PROPERTY/EQUIPMENT/HORSES.** I warrant that all of my equipment is in good working order, and that any horses I have brought are healthy, and currently are properly immunized and have received a negative coggins test.
4. **I promise** to leave the premises in as good condition as I found them, and shall not litter or cause any destruction.
5. York Hills Horse Park LLC, is not in the business of renting horses or equipment. In the event I am renting any equipment or horses at York Hills Horse Park LLC, I understand that I am not renting from York Hills Horse Park LLC, but rather from the individual or corporation who owns the equipment or horses. York Hills Horse Park LLC makes no warranties as to the condition of the equipment or horses I am renting from any third party. I understand York Hills Horse Park LLC is only providing the use of its premises. If I should have any injuries or suffer any property loss as a result of rented horses or equipment, I shall not bring any claim against York Hills Horse Park LLC.
6. **NOTICE: ROAD CROSSINGS.** All road crossings are clearly marked by two orange posts on each side of the road. Cross roads only at these areas and be sure to check for oncoming vehicles before proceeding.

RIDER OR REPRESENTATIVE OF RIDER

TODAY'S DATE: _____

X _____

(signature)

Print rider name _____

Address: _____ City,ST,Zip _____

Phone: (_____) _____ e-mail address: _____



Welcome to York Hills Horse Park. We are pleased that you have chosen to ride here. Please read, sign and abide by the following rules.

1. No smoking around cabin or pavilion. Please dispose of butts properly.
2. No drunken or disorderly conduct.
3. No dogs on trails. Well mannered or leashed dogs are allowed in camp area.
4. No children under age 5 trail riding.
5. No buddy seats, no riding double, no bareback riding.
6. No riding on roads. Cross roads only at orange horse crossings.
7. No littering.
8. Walk, trot, canter. No running. No jumping.
9. Stay on established trails.
10. No bicycles, ATV's, hunting or hiking.

I understand these rules and will obey them completely.

Date _____

Signature _____

Print name _____

Address _____

Phone (_____) _____

Thank you for your cooperation. Have a great day and enjoy your ride.