

# STABLES RELEASE AND COVENANT NOT TO SUE

This agreement made and entered into as of this date written below between VISION QUEST HORSEBACK RIDES LLC, herein designated as the "Company", and the undersigned, herein designated as the "Customer", whether in the singular or the plural.

## RECITALS

- A. The Company makes available to Patrons of its facilities located in Santa Fe County, New Mexico, for their pleasure and enjoyment various recreational activities and endeavors to protect its customers from hazards to the extent that it is feasible consistent with the nature of the activity.
- B. Included in such facilities are horses and personnel of the Company to provide equipment for trail riding and their guidance, direction and supervision. The parties recognize that there are certain dangers inherent in the use of horses and equipment for riding and that such activity involves certain risks of personal injury including without limitation, the risk of falling, being kicked, bitten, stepped on, being thrown, sustaining head injury, being bumped, suffering broken bones and other physical and psychological injuries.
- C. The Company is willing to provide such horses and personnel solely if the customer will assume the risk of the above described injuries or similar injuries and release the Company and its agents from liability for the simple negligence of the Company, and its agents and employees.

NOW, THEREFORE, the Customer, or if a minor, their parent or guardian, individually for the minor, in consideration of, and as a part of any charge made for, being permitted to use a horse or equipment of the Company agrees as follows:

- 1. The Customer, or parent or guardian of a minor Customer, hereby releases the Company, its agents and employees, from all claims, cause of action, damages, losses and liability for the Company's, its agent's or employees' ample negligence's resulting in injury to person or property of the Customer or minor Customer, and the Customer, as parent or guardian of a minor Customer, covenants with the company, its agents, and employees not to sue on account of such claims, causes of action, damages, losses, or liability. The Customer, or parent of a minor Customer, covenants with guardian of a minor Customer, hereby acknowledges and assumes the inherent risk of injury to persons or property of Customer and Customer's minor children or wards which include injury and loss resulting from falling, being kicked, being bitten, stepped on, being bumped, suffering head injuries, broken bones, and other physical and psychological injuries.
- 2. The Customer, parent or guardian of a minor Customer agrees that no representations have been made that such riding will be safe for the Customer, but that the Company has expressly represented that such riding involves a risk or danger, which the Customer hereby assumes as a condition of being allowed to ride a horse and use the equipment of the Company.
- 3. If this Agreement is signed by a parent or guardian of a minor Customer, such parent or guardian will indemnify and hold the Company, its agents and employees harmless against all claims, damages and causes of actions for any injuries to the person or property of the minor Customer, including attorney's fees and all costs in defending against such claims and causes of action made on behalf of the minor Customer.
- 4. This release and covenant shall apply to riding of horses and use of equipment by Customer at anytime and from time to time with the same effect as if separately agreed to in writing at the time of each riding of a horse or use of equipment unless after the signing hereof by the Customer, or the parent or guardian of a minor Customer of a minor Customer, written notice revocation is given to the Company before any riding of a horse or use of equipment. No agent or employee of the Company is authorized to waive the provisions of this paragraph, including the giving of a written notice or revocation of this agreement.
- 5. The Agreement is entered into by the Company, and the Customer is permitted to ride a horse and use equipment of the Company, solely in reliance upon the Customer, or the parents or guardians of a minor Customer, execution of the release and covenant not to sue contained herein.
- 6. This Agreement shall be binding upon, and incurs to the benefit of, the heirs, personal representatives and assignees of the parties hereto.
- 7. In signing this Agreement as the parent or guardian of a minor Customer, the undersigned warrants to the Company, its agents and employees, that the undersigned is authorized and has the legal right to execute this Agreement on behalf of said minor and the right to bind such minor by and with this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date shown below.

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Helmet yes/no \_\_\_\_\_ Helmet yes/no \_\_\_\_\_ Helmet yes/no \_\_\_\_\_

Sign \_\_\_\_\_ Sign \_\_\_\_\_ Sign \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_ Email \_\_\_\_\_

