

AFFINITY EQUESTRIAN LLC

This agreement is entered into the ____ day of _____, 20____ by and between _____ (PARTICIPANT) and Affinity Equestrian LLC(it's trainers and employees), to be known as FACILITY from here on out, as follows:

WHEREAS, FACILITY is an equine professional training facility allowing riding lessons, training, and other Equine related activities to occur and

WHEREAS, PARTICIPANT desires to engage FACILITY to assist PARTICIPANT with Equine Activities:

In Consideration of the mutual promises of the parties and other good and valuable consideration, the FACILITY and PARTICIPANT hereby agree as follows:

1. FACILITY has provided PARTICIPANT with the following warning as set forth in Indiana Code 34-31-5-5:

WARNING

UNDER INDIANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

2. FACILITY and PARTICIPANT expressly acknowledge and agree that there are inherent risks associated with Equine Activities. FACILITY shall not be held liable for (a) and injury to a Participant or (b) the death of a participant resulting from Equine Activities.
3. PARTICIPANT and FACILITY expressly acknowledge and agree that Participant not Participant's representative may (a) make a claim against; (b) maintain an action against; or (c) recover from incidents that occur during Equine Activities.
4. PARTICIPANT and FACILITY acknowledge and agree that they have jointly inspected all equipment and tack used during the Equine Activities.
5. PARTICIPANT and FACILITY acknowledge and agree FACILITY has inquired about PARTICIPANTS skill level and ability related to Equine Activities and that FACILITY has made reasonable efforts to
 - a. Determine the ability of PARTICIPANT to engage safely in Equine Activities;
 - b. Determine the ability of PARTICIPANT to safely manage the Equine used during Equine Activities.

AGREEMENT TO HOLD HARMLESS AND INDEMNIFY

6. In consideration for assisting PARTICIPANT with Equine Activities and/or promising to assist PARTICIPANT with Equine Activities, PARTICIPANT waives and releases FACILITY its officers, members, employees, and contractors from all claims and agrees to indemnify FACILITY its officers, members, employees, and contractors for all claims arising from or related to Equine Activities. PARTICIPANT shall hold harmless, defend, and indemnify FACILITY, its officers, members, employees and contractors from any and all causes of action, whether based on personal injury or property damage, asserted by any person or entity, including, but not limited to, any causes of action for loss or damage due to negligence, misconduct, malfeasance, or misfeasance by PARTICIPAN, FACILITY, its officers, members, employees, and contractors whether such loss or damage is suffered or sustained by PARTICIPANT or any other persons who may seek to hold FACILITY liable, and irrespective of whether said causes of action are caused by or resulting from, in whole or in part, the activities of FACILITY. Defense and indemnification shall include, and is not limited to, reimbursement of FACILITY for claims, settlements, litigation, and related expenses, including its attorney's fees, which may be imposed upon, incurred by, or asserted against FACILITY; or for which FACILITY may be held or become liable.
7. PARTICIPANT states that PARTICIPANT has had a reasonable opportunity to review and consider this Agreement and that PARTICIPANT has read and understands the terms of this Agreement.

INTENDING TO BE BOUND, the parties have executed this Agreement as follows:

AFFINITY EQUESTRIAN LLC DATE

PARTICIPANT/ GUARDIAN SIGNATURE

DATE

PARTICIPANT PRINTED NAME: _____