

**Doriette Farm, LLP
3440 Moody Parkway
Moody, AL 35004
205-601-0583**

RIDER'S RELEASE AND HOLD HARMLESS AGREEMENT

UNDER ALABAMA LAW, AN EQUINE ACTIVITY SPONSOR OR 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, PURSUANT TO THE EQUINE ACTIVITIES LIABILITY PROTECTION ACT. CODE OF ALA. § 6-5-337

WITNESS THIS AGREEMENT this _____ day of _____, 200__, by and among Doriette Farm, LLP and _____ ("Rider"). For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Doriette Farm, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

- 1. INHERENT RISKS AND ASSUMPTION OF RISKS.** Rider acknowledges the inherent risks of accidents and injuries to person and property in all horse-related activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith for Rider and any family member or other person accompanying Rider, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Doriette Farm rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Doriette Farm.

- 2. IDEMNIFICATION, RELEASE AND HOLD HARMLESS.** Rider agrees to indemnify, hold harmless and come in and defend Doriette Farm and any of their members, managers, owners, officers, employees and/or agents from and against, any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in

any way arise from or be in any way connected with Rider's use of or presence upon the property or equines of Doriette Farm, including, but not limited to, loss or damage of any equipment or personal property, personal or bodily injury or death, or illness to Rider, to any horse owner by Rider, and to any family member or other person accompanying Rider on the premises of Doriette Farm and/or participating in any equine activities sponsored by and/or related to Doriette Farm. Rider further agrees to indemnify, hold harmless and come in and defend Doriette Farm, and each of their members, managers, owners, officers, employees and/or agents, from and against any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with services rendered to Rider or any family member or other person accompanying Rider by Doriette Farm and/or any of their members, managers, owners, officers, employees and/or agents, whether on or off of the property of Doriette Farm.

3. **HEALTH OF EQUINE.** If Rider is using Rider's own horse, or a horse(s) not owned by Doriette Farm, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Doriette Farm reserves the right to refuse access or use of any horse upon the premises or in any sponsored or related activity that does not appear to them to be in good health, or is deemed dangerous or undesirable.
4. **WAIVER.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect exist at the time of executing said release.
5. **LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ALABAMA.**

_____		_____
Name of Rider (Print)		Date of Birth

Mailing Address		

_____	_____	_____
City	State	ZIP

_____	_____	_____
Home phone	Work phone	Cell phone
_____		_____
Signature (or Parent or Guardian of Minor)		Date Signed