

LIABILITY RELEASE WAIVER

Any products, horses, hay, services of whatever nature purchased from WVH Willowview Hill Farm, WillowviewHillFarm.com its owners, heirs or assigns, shall be assumed the risk of the buyer at time of such purchase and payments for same shall not be refundable on any account. I AGREE that my purchase of same constitutes my satisfaction and all such sales shall be deemed final. I understand WVH Willowview Hill Farm, WillowviewHillFarm.com its owners, heirs or assigns offers no warranties, express or implied, as to the suitability or merchantability of any product, horse, hay, or service and all sales are complete 'as is' and 'where is.'

Copy of WVH Release, Assumption of Risk, Waiver and Indemnification which must be signed on arrival of WVH premises.

Please read carefully. This document waives important legal rights.

I AGREE in consideration for my admittance to WVH property or any WVH programs either on site or at other facilities to the following:

I AGREE that I choose to participate voluntarily with my horse or WVH provided horse, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior visitor or rider. This includes trying horses and being on the property in any proximity to horse or handler. I am fully aware and acknowledge that horse sports and my presence on the ground or around horses involves inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death.

I AGREE to release Willowview Hill Farm, WillowviewHillFarm.com, its owners, employees, heirs or assigns from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the Willowview Hill Farm, WillowviewHillFarm.com, its owners, heirs, employees or assigns.

I AGREE to expressly assume all risks of Harm to me or my horse, my truck, agent drivers or their equipment, including Harm resulting from the negligence of the Willowview Hill Farm, WillowviewHillFarm.com, its owners, heirs, assigns or employees. Herein WVH.

I AGREE to release Willowview Hill Farm, WillowviewHillFarm.com, Paul Alvin-Smith, Nicola Alvin-Smith, its owners, employees, heirs or assigns from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the Willowview Hill Farm, WillowviewHillFarm.com, Paul Alvin-Smith, Nicola Alvin-Smith, its owners, heirs, employees or assigns and as the property owner of facility and/or horse or horses, take full responsibility for same and waive all rights to sue or otherwise bring action against any of the aforementioned parties pertaining to WVH and to be responsible in entirety for any damages or Harm that might occur to any party or property including any Willowview Hill Farm trainer/and/or horse or equipment or other property as well as any other person/property/animal present or in the vicinity of any lesson or spectator area.

I agree to pay for all reasonable damages for any damage caused by drivers and their equipment picking up hay or horses on my behalf. I AGREE to indemnify WVH and to hold them harmless from any damage resulting from loading or unloading horses by whosoever owned.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) WVH Willowview Hill Farm, WillowviewHillFarm.com, its owners, heirs or assigns and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse on WVH Willowview Hill Farm property or at any Willowview Hill Farm event or program.

I am familiar with horse sports and horses in general and am aware for the need of protective equipment, including and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that WVH Willowview Hill Farm strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. I specifically agree to always wear an ASTM certified helmet when riding, boots with minimum half inch heels and riding gloves. I agree to wear appropriate safety clothing in and around horses at all times including boots.

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If I am a parent or guardian of a junior participant, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

I AGREE that Willowview Hill Farm as used above includes all of their officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations. I represent that I have the requisite training, coaching and abilities to safely participate in any WVH Willowview Hill Farm program, lesson, clinic, event, or to visit and be in the company of horses.

I AGREE that if I am injured, the medical personnel treating my injuries may provide information on my injury and treatment to WVH Willowview Hill Farm, as allowed by law.

I AGREE to pay all reasonable attorney fees for collection of monies unpaid or any service or product rendered and to a \$25.00 collection fee for any returned check.

I AGREE not to take photographs, recordings, videos or other media production while attending any WVH Willowview Hill Farm program event or while present on WVH Willowview Hill Farm property without the express written consent of WVH Willowview Hill Farm.

I AGREE not to take photographs, recordings, videos or other media production or cause or allow such activities to be taken by other parties during and lesson or clinic activity wherever it shall take place including my own property or venues other than Willowview Hill Farm without express written consent of Paul and Nicola Alvin-Smith. Videos and photos taken of the event by WVH may be used for promotional purposes and if I wish to have video or photographs taken during a clinic event understand that service must be purchased from Nicola Alvin-Smith Studio for \$30 fee. Such video will not cover entire ride but relevant sections and will be for my own personal use and will be posted on WVH You Tube account with privacy setting or other access. I agree not to distribute any photo or video through Facebook, Twitter or other media without express written consent of Nikki Alvin-Smith.

I AGREE that any lesson or instruction shall be on a private one on one basis and that I will not allow or cause to happen any auditing or recording of session by others without express written consent of Paul and Nicola Alvin-Smith.

I AGREE that my participation and/or presence on WVH Willowview Hill Farm property or WVH Willowview Hill Farm event or training, conveys all rights allowing WVH Willowview Hill Farm to use and assign photos, audios, videocasts, videos, and all other types of recordings or other likeness of me or my horse for the promotion or benefit of WVH Willowview Hill Farm and equestrian sport. I hereby expressly and irrevocably waive and release all rights in connection with such use, including any claim for compensation, invasion of privacy, right of publicity, or to misappropriation.

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I AGREE that any suit or legal action shall be adjudicated and brought to action in the County of Schoharie, New York and that all suits shall be governed by New York State Law. This Release of Liability shall be construed broadly to provide a release and waiver of liability to the maximum extent permissible under law. I hereby certify that I have read this agreement, and I understand its contents. BY SIGNING BELOW, I AGREE to be bound by all applicable all terms and provisions detailed herein.

Additional signature

CONSENT AND RELEASE OF PARENT OR GUARDIAN. I am the parent or guardian of _____ (child). My child is fit for the horse riding and to be around and in proximity to horses and I consent to my child's participation. I have read and understand the Release of Liability. In consideration of allowing my child to participate, I consent to it and agree that its terms shall likewise bind me, my child, heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify, and hold harmless the Releasees from any liability that I or my child may allege against the Releasees (including reasonable attorney fees or costs) as a direct or indirect result of injury to me or my child because of my child's participation or presence on WVH Willowview Hill Farm site or in a WVH Willowview Hill Farm program, whether caused by the acts or omissions of the Releasees or others. I promise not to sue Releasees on my behalf or on behalf of my child regarding any claim arising from my child's participation or presence at Willowview Hill Farm.

Signature X.....

Please print name _____ Date.....

Address _____

Email Address _____

Emergency Contacts

Name & Address _____

Relation to you..... Telephone Numbers.....

Please add more if you wish any medications or impairments or disabilities or impairments you wish to share with us

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