

Facet 58 Farm Liability Release Form



1. **Agreement:** In consideration of the right to enter upon and use the premises at 6180 Donald Nelson Avenue, Las Vegas, Nevada, the undersigned acknowledges and agrees to the following terms and conditions upon which entry upon and use of the premises and facilities is authorized and allowed, both for the undersigned, as well as any person or animal with the undersigned on the property.

(Print Student's Name) _____

(Student's Birth Date) _____ (Email Address) _____

(Print Signer's Name, if different) _____

(Print Street Address, City, Zip Code) _____

(Daytime Phone) _____ (Evening Phone) _____ (Emergency Phone) _____

2. **Acknowledgment of Risk:** The undersigned acknowledges that the participation in horse or riding or riding related activities, either as a rider, an observer, or while caring for a horse, exposes the participant to a substantial and serious risk of property damage, personal injury or death. The undersigned expressly acknowledges that his/her presence on said property, as well as the presence of any person accompanying the undersigned or entering upon the premises at the direction of the undersigned, will involve such hazards and assumes the risk of being harmed or damaged thereby. The undersigned further acknowledges that the premises are kept for the purpose of boarding horses, riding horses, and horseback riding instruction, and, as such, expose the undersigned to a variety of risks and dangers, both related to the presence of animals and other riders, as well as the rough and rugged nature of the property and facility itself.

3. **Release of Owners/Stable Managers/Riding Instructors:** The undersigned hereby releases the owners, stable managers, their agents and employees of and from any liability and any and all property damage, personal injury or other claims arising from the undersigned's presence on and use of the property, including those known and unknown, unforeseen, future or contingent whether arising out of activities on the premises or the actions of the owners, stable managers, riding instructors, their agents or employees in the supervision, maintenance, or inspection of the premises or facilities.

4. **Covenant not to sue:** The undersigned covenants that the undersigned shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the owners, their employees, agents or affiliates, concerning, arising out of, or related to the undersigned's entry upon or use of the premises or facilities or to the actions of the owners, stable managers, riding instructors, their agents or employees in the supervision, maintenance or inspection of the premises or facilities. Any and all causes of action, claims or demands are hereby waived, released or discharged by the undersigned.

5. **Agreement to hold harmless and indemnify:** The undersigned agrees to hold the owners, stable managers, riding instructors, their agents and employees harmless from any and all property damage or personal injury claims which may arise out of the entry upon or use of the property. Further, the undersigned agrees to indemnify the owners for any and all claims made against the owners as a result of the undersigned's entry upon or use of the property also including indemnification of the owners for any and all claims made by any other person accompanying the undersigned onto the property, or entering upon the property at the express direction or for the benefit of the undersigned, whether with or without the express or implied permission of the owners, stable managers, or riding instructors.

6. **Assurance:** The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this Release. The undersigned further expressly acknowledges that this release has been prepared for the benefit of the owners, stable managers, and riding instructors by their counsel, and that prior to executing this release the undersigned has the right and opportunity to have his/her own attorney review and advise the undersigned as to the legal nature and effect of this release.

7. **Binding effect:** This Release shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors and assigns.

This Release has been fully and carefully read by the undersigned, and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this Release as of this _____ day of _____, _____ as a condition to being permitted to enter and use the facilities of the owners/stable managers/riding instructors.

(Signature)

(Date)

NOTE: Participants under 18 years of age must have the Release signed by their parent or legal guardian.