

# FLYING CLOUD FARM

## WAIVER OF CLAIM FOR INJURY OR DAMAGE

The undersigned understands that horse stabling, training, exercising, riding, and vaulting are by their natures dangerous activities and can result in serious injury. The undersigned, therefore, hold Flying Cloud Farm, Inc., its agents, servants, employees, Silver Bay Vaulters, Teresa Keville, Julie Keville, Jim Bell, Jeannette Bell and the owners of the premises free from any and all liability for personal injury, property damage or otherwise, occurring by reason of stabling, training, exercising, vaulting and riding, pursuant to the contract simultaneously signed herewith for any reason whatsoever except only for willful wrongdoing by the actual wrongdoer.

The undersigned has inspected the stable, indoor riding ring, outdoor riding rings, paddocks, trails, and the remainder of the premises of Flying Cloud Farm, Inc., and accepts them in their natural condition, understanding that by reason of their natures they may have either hidden or obvious defects. The undersigned agrees not to hold Flying Cloud Farm, Inc. liable for any injury to persons, animals, or property caused by reason of any such defect. The undersigned Owner/Rider/Vaulter has inspected the footing and agrees to undertake only those activities that he/she deems appropriate for the condition of the footing. The undersigned Owner/Rider/Vaulter agrees to hold Flying Cloud Farm, Inc., its successors, officers, directors assigns, agents, employees, and family harmless from any liability arising out of the use of said facilities. **The undersigned also agrees to accept financial responsibility for any property damage caused by himself, his invites, or his horse(s).**

The undersigned also understands that horses are prone to illness, lameness, and other conditions, and holds Flying Cloud Farm, Inc., its agents, servants, employees, Jim Bell, Jeannette Bell, and the owners of the property, harmless from any liability in connection with any such occurrence and will not be entitled to any abatement of rent or other compensation by reason of aforesaid.

The undersigned represents that he will undertake only those horse riding activities which he is competent to perform and will not permit any other person to use the undersigned's horse unless he is certain that said person is competent to do so, and that person has been approved by and signed a liability release for Flying Cloud Farm, Inc.. The undersigned, therefore, releases Flying Cloud Farm, Inc., its agents, servants, employees, Teresa Keville, Jim Bell, and Jeannette Bell, from any liability whatsoever for personal injury or property damage to the undersigned or any person on the premises for horse riding or other purposes with permission of the undersigned, whether or not the undersigned or such person is under instruction by any other person at the time of such injury or damage.

The undersigned further understands that Flying Cloud Farm, Inc. is a corporation whose sole asset is a lease of the premises and is under no obligation to provide insurance for the undersigned, his invites, animals or property. In the event that the undersigned chooses to leave saddles, tack, or other property on the premises, Flying Cloud Farm, Inc. may, at its discretion, permit him to do so as an accommodation only, but the Farm and the owners of the property shall not be responsible for theft, loss, or damage to any such property.

\_\_\_\_\_  
NAME (print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
Signature of parent if participant is under 18

\_\_\_\_\_  
Name of Parent

\_\_\_\_\_  
Signature of parent if participant is under 18

\_\_\_\_\_  
Name of Parent