

VARIAN ARABIANS
Release and Hold Harmless Agreement

Participant Name: _____ MINOR? Y or N
Address: _____
City/State: _____ Zip _____
Home Phone: _____ Business/Cell _____

ACKNOWLEDGEMENT OF RISK

1. The undersigned has read and understands and freely and voluntarily enters into this Release and Hold Harmless Agreement (Release) with Varian Arabians, Sheila Varian trustees, agents and employees, understanding that this Release is a waiver of any and all liability I may have against such persons.

2. I acknowledge that there are inherent risks such as described below associated with equine activities (e.g. mounting, riding, walking boarding, feeding) and I hereby expressly assume all risks associated with participating in such activities. These inherent risks include, but are not limited to (a) the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stopping on that may result in an injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (c) certain hazards such as surface and sub surface conditions; (d) collisions with other animals; (e) the limited availability of emergency and medical care; (f) 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 acting within such participant's ability. Equines include horses, ponies, and mules.

3. Understanding these risks, I hereby release and hold harmless Varian Arabians, any stable related with this association, it's managers, trustees, employees, and anyone else directly or indirectly connected with the ranch from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to participate in equine activities.

4. I understand, recognize and warrant that this Release is being voluntarily and intentionally signed and agreed to, and that in signing the Release I know and understand that this Release may further limit the liability of equine professionals to include any activity whatsoever involving an equine, including death, personal injury an/or damage to property.

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5. I agree to release and hold harmless Varian Arabians from any continuing duty to monitor my equine activities.

6. This Release shall continue for each and every visit the undersigned makes to the Stable's premises.

7. If I am unable to verbally communicate, I hereby grant permission and authority to Angela Alvarez or Varian Arabians or their employees to act on my behalf in dealing with physicians, available ambulance companies and hospitals to obtain prompt medical attention for the undersigned in the unlikely event of any perceived medical emergency. I hereby understand and agree to release Varian Arabians, their representatives, and employees, and the owners/trustees of any property concerned, and will hold them harmless from liability in connection with obtaining for me prompt medical attention.

8. I acknowledge that I have read the above statements and definitions, that I have been given sufficient time to read, and understand, and ask questions if any, concerning the nature and scope of this Release.

DATE _____ **SIGNED** _____

*If under 21 years of age, the parent or guardian must read and sign the below, indicating his/her acceptance.

The undersigned declares that the undersigned are the parents or legal guardians of the minor named above and is over 21 years of age. The undersigned has read the above Release and Indemnity Agreement and in consideration of Varian Arabians, allowing such minor entry onto the premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained therein shall apply to such minor and shall be binding upon the undersigned and the above-named minor.

Legal Guardian Name (Print) _____

DATE _____ **SIGNED** _____

Legal Guardian Name (Print) _____

DATE _____ **SIGNED** _____