



Release of Liability

THIS RELEASE OF LIABILITY is made and entered into on this ____ day of ____ 20____, by and between Bridget Fitzpatrick, DBA Fitzpatrick Performance Horses and all employees, agents, or grooms of Fitzpatrick Performance Horses. Bridget Fitzpatrick/ Fitzpatrick Performance Horses, herein after referred to as TRAINER /INSTRUCTOR, and _____ (rider, handler, or owner) herein after referred to as "CLIENT". If rider, handler, or owner is a minor, parent or guardian will assume all responsibilities for "Client". Parent or guardian: _____.

In return for Trainer's services, or those services of Trainer's employees or agents, today and on all future dates of the services as provided by the Trainer; the client, his or her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the client, to carry full and complete insurance coverage on his or her horse, personal property, and on himself or herself.
2. **Payment is due at the time of service. Any termination or cancellation of services must be done 24 hours prior to that service or a full cost of that service will be charged.**
3. Client agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENT'S USE OF THE HORSE AND TO HOLD HARMLESS THE TRAINER/INSTRUCTOR, TRAINER'S EMPLOYEES, GROOMS, OR AGENTS FOR ANY SERVICES PROVIDED TO OR FOR CLIENT. Risks may include but are not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collision with horses, vehicles, or stationary objects; fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. Client agrees to hold Trainer/ Instructor and all employees, grooms, agents, or assigns completely harmless and not liable and release them from all liability whatsoever, and AGREES NOT TO SUE them on account of or in connection with any claims, cause of action, injuries, damages, costs or expenses arising out of client's use of or presence upon any property and facilities used for services, including without limitation to those based on death, bodily injury, property damage, including consequential damage.
5. Client agrees to wave the protection afforded by the statute or law in any 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 to exist at the time of executing the release.
6. Client agrees to identify and defend the Trainer/ Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from client's use of or presence upon any property or facilities the services were and/or are being and/or have been conducted.
7. Client agrees to abide by all of Trainer/ Instructor's rules.
8. If Client is using his or her horse, the horse shall be free from contagious or transmissible disease. The Trainer/ Instructor reserves the right to refuse horse if not in proper health or if deemed dangerous or undesirable.
9. Helmets and boots are mandatory for all lessons. It is the client's own responsibility to wear the appropriate attire, and is not the responsibility of the Trainer/ Instructor to enforce this.
10. This contract is non-assignable and non-transferable and is made and entered into the state of Nevada and shall be enforced and interpreted under the laws of this state. By signing this contract, client and client's parent / guardian (if rider/ handler/owner is a minor) are both bound to the terms and conditions of this contract.

Client's Signature _____ Phone # _____
 (Must be parent or guardian if rider/handler/owner is a minor)
 Mailing Address: _____
 Email address: _____