

BLARNEY STONE FARMS LTD

**THIS IS A RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE
CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

To: BLARNEY STONE FARMS LTD, its employees, servants, Cheryl Anderson, shareholders, agents, directors, officers, volunteers, and insurers (all hereinafter referred to as BLARNEY STONE).

1(a) I am of full age of 18 years and wish to participate in horseback riding lessons, and all other activities which are an integral part of equine activities conducted by BLARNEY STONE

(OR)

1(b) I wish to have a minor under the age of 18 years participate in horseback riding lessons, and all other activities which are an integral part of equine activities, conducted by BLARNEY STONE and that I am one of the parents of such minor, or duly appointed guardian for and on behalf of such minor, and I further hereby represent and agree that I have full authority to act on behalf of such minor.

(Note: strike out paragraph 1(a) or 1(b), whichever is not applicable, by putting an "X" through the paragraph and placing your initials to the right and the left of the paragraph that is struck out.)

ASSUMPTION OF RISKS

I am aware that horseback riding lessons and all other activities which are an integral part of equine activities are a high risk sport and that I am participating, or authorizing a minor to participate, at our or my own risk and in full knowledge of the inherent risks, dangers, hazards and conditions of the sport, including the propensity for horses to act unpredictably and react suddenly even to normal activities.

I understand that participation in equine activities includes, without limitation, the use of the indoor riding arena, the use of the outdoor riding arena, the use of any cross country riding paths or trails, the use of the barn, paddocks or pasture, the use of helmets, saddles, bridles or any other equipment provided by anyone, the use of any horses on this property owned by anyone, whether kept on the property or brought to the property for use, the taking of riding lessons and the observation of equine activities. I understand such activities have many inherent risks resulting from dangers and conditions that are an integral part of participating in equine activities.

I further acknowledge the risks of negligence, negligent acts or omissions including, but not limited to negligence, negligent acts or omissions on the part of BLARNEY STONE, or resulting from facilities, equipment or horses supplied by BLARNEY STONE or others, or resulting from the use of such equipment or horses, or resulting from the actions of other riders or other persons on the property.

I freely accept and fully assume on behalf of myself and a minor, if applicable, all such inherent risks, dangers, hazards, conditions and negligence, negligent acts or omissions and the possibility of personal injury, death, property damage or loss resulting there from to myself or others on the property.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of BLARNEY STONE accepting me as a client, and, if applicable, in consideration of BLARNEY STONE and other persons or individuals supplying me with horses and/or equipment, I hereby agree as follows:

1. To waive any and all claims whatsoever, that I, or a minor, if applicable, may have in the future against BLARNEY STONE including, but not limited to, any arising through negligence, negligent acts or omissions, breach of contract or breach of any statutory duty;
2. To release BLARNEY STONE from any and all liability for any loss, damage, death, injury, or expense that I or a minor, if applicable, may suffer, or that my next of kin may suffer as a result of my participating in any activities with BLARNEY STONE, due to any cause whatsoever, including, but not limited to, any negligence, negligent acts or omissions, breach of contract or breach of any statutory duty to care;

3. To hold harmless and indemnify BLARNEY STONE from any and all liability for any loss, damage, death, injury, or expense that I or a minor, if applicable, may suffer, or that any third party may suffer as a result of my participating in any activities with BLARNEY STONE, due to any cause whatsoever, including, but not limited to, any negligence, negligent acts or omissions, breach of contract or breach of any statutory duty to care;
4. That this agreement shall be effective and binding on myself, a minor, if applicable, my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

In entering into the Agreement I am not relying on any oral or written representations or statements made by BLARNEY STONE other than as set forth in this document.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE, OR A MINOR MAY HAVE, AGAINST BLARNEY STONE AND TO CONFIRM THAT I HAVE READ THIS DOCUMENT I HAVE PRINTED THE WORD "Y E S" IN THE FOLLOWING BLANK SPACE.

PARTICIPANT
SIGNATURE OF PARTICIPANT

PARENT/GUARDIAN
SIGNATURE OF PARENT/GUARDIAN

NAME (PRINT)

NAME (PRINT)

WITNESS
SIGNATURE OF WITNESS

NAME/ADDRESS
NAME _____

STREET ADDRESS _____

NAME (PRINT)

CITY/PROV/PC _____

RES. PHONE _____

BUS. PHONE _____

Please list any medical conditions or learning disabilities you have which our staff should be aware of, ie epilepsy, heart condition, asthma, etc. Protective head gear and boots with heels are mandatory when riding.

(Revised November 2016)