



## **STUDENT RELEASE OF LIABILITY**

This RELEASE OF LIABILITY is made and entered into by and between the following parties:

RELEASOR is the student, and, if a minor, the student's parents.

RELEASEE is and includes, ***Seanna Jackson, all BHH*** instructor(s), volunteer(s), officers and director(s); ***Cass, and Virginia and Mike Amacker*** the Property Owner(s) of the facility used; ***and Between Horses and Humans***, the organizer and sponsor. This Release may be executed by any RELEASEE on behalf of all RELEASEE'S.

In return for the use of the property, horse and the facilities owned or provided by RELEASEE, today and on all future dates, and in return for the provision of educational services to promote leadership skills, awareness and communication between horses and humans, RELEASOR and RELEASEE do hereby expressly agree to the following:

1. **Insurance.** It is the responsibility of the RELEASOR to carry full and complete insurance coverage insuring RELEASOR from any injury or loss. RELEASOR represents and warrants such coverage exists.
2. **Assumption of Risk.** RELEASOR AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RELEASOR'S USE OF A HORSE, OR PRESENCE AT PROPERTY OWNED BY OR PROVIDED BY RELEASEE, including, without limitation, but not limited to, the risks of death; bodily injury; property damage; falls; kicks; bites; collisions with vehicles, horses or stationary objects; fire or explosion; the unavailability of emergency medical care; or the negligence or deliberate act of another person or animal. RELEASOR is or will make him or herself aware of the characteristics of any horse to be ridden and voluntarily assumes all risk from riding any horse.
3. **Release.** RELEASOR agrees to hold RELEASEE and all of their successors, assigns, employees, agents and volunteers completely harmless and release them from all liability whatsoever, and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of RELEASOR'S use of RELEASEE'S horse or presence upon any property owned by or provided by RELEASEE, including, without limitation, those based on death, bodily injury, or property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the RELEASEE.
4. **Waiver.** RELEASOR agrees to waive the protection afforded by any statute or law in any jurisdiction the purpose, substance and/or effect of which 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.
5. **Hold Harmless.** RELEASOR agrees to indemnify RELEASEE against, and hold RELEASEE harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from RELEASOR'S use of RELEASEE'S horse or presence upon property owned by or provided by RELEASEE.
6. **Controlling Law.** This Agreement is subject to the laws of the State of Nevada.
7. **Venue.** Any dispute arising from or related to this Agreement shall be brought in the Ninth Judicial District Court of the State of Nevada; the parties hereto hereby waive any claim or defense that such forum is not convenient or proper.
8. **Attorney's Fees.** In the event that there is a dispute arising from or related to this Agreement, and it becomes necessary for either party hereto to employ the services of an attorney, with or without litigation, the losing party to the controversy agrees to pay to the successful party a reasonable attorney's fee and, in addition, such reasonable costs and expenses as are incurred.
9. **Severability.** In the event that any provision or any portion of any provision within this Agreement is deemed unenforceable, the remaining provisions, and in the event that a portion of any provision is unenforceable, the remaining portion of such provision, shall nonetheless be carried into effect.
10. **Effective Date.** This Agreement is effective on the date signed by both parties.



11. **Acknowledgement.** The Parties hereby acknowledge and state that they have read this Agreement, in its entirety, that they understand the contents thereof, and that their execution of this Agreement is voluntary.
12. **Binding and Irrevocable.** This Agreement is BINDING and IRREVOCABLE on all parties, their heirs, successors, and assignees.

**RELEASOR**

\_\_\_\_\_  
PRINT STUDENT'S NAME

D.O.B. \_\_\_\_\_ AGE \_\_\_\_\_

\_\_\_\_\_  
PRINT PARENT/GUARDIAN NAME

DATE

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

IF UNDER 18,

\_\_\_\_\_  
ADDRESS

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE with Area Code

\_\_\_\_\_  
E-MAIL ADDRESS

**RELEASEE**

\_\_\_\_\_  
Seanna Jackson, Program Director, Between Horses and Humans

DATE

SIGNATURE of

BETWEEN HORSES AND HUMANS P. O. Box 6459 Gardnerville, NV 89460 775-309-3879