

3 PILLARS EQUESTRIAN, LLC.

RELEASE OF LIABILITY AND WAIVER

UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997, C. 287, C: 5:15-1 ET SEQ.

I understand that the activity of horseback riding includes inherent risks of injury and I voluntarily assume and accept the full risk of such injury. I also understand that a horse, irrespective of its training or temperament, may act in an unpredictable manner and that this is a risk to be assumed by engaging in any equine activity. I knowingly assume all risks, whether known or unknown, associated with engaging in equine activities.

To the fullest extent allowed by law, I agree to waive, discharge claims, and release from all liability, Bramblefields Properties, LLC, 3 Pillars Equestrian, LLC (collectively referred to as "STABLES") and landowner Andrew Niebuhr, its officers, members, managers, employees, agents and legal representatives from any and all liability on account of, or in any way resulting from injuries, damages, and/or death, even if caused by negligence of the STABLES, its officers, members, managers, employees, agents and legal representatives, in any way connected with equine activities. I further agree to hold harmless the STABLES, its officers, members, managers, employees, agents and legal representatives from any claims, damages, injuries or losses caused by my own negligence while a participant in equine activities, or events organized or sponsored by the STABLES. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrations and assigns, and includes any minors accompanying me in equine activities.

I acknowledge that I have read this Release of Liability and know and understand its contents. If you are under the age of 18, a parent or guardian must sign this release on your behalf (in this section).

Print Name

Signature

Date

Print Name

Signature

Date

For members “under” 18 years of age, parent(s) or guardian must list name of each child and sign at bottom of page.

Name of child

Name of child

Name of child

Name of child

I, the undersigned parent or guardian of the above minor(s) in consideration of my minor’s participation in equine events, agree, that the terms and conditions of this Release of Liability shall be binding as to damage, injury, and/or death to my minor(s), his/her animal, and property arising out of his/her participation in equine events.

Parent or Guardian Signature

Parent or Guardian Signature

**ASSUMPTION OF RISK, WAIVER OF CLAIMS AND RELEASE OF LIABILITY
AGREEMENT FOR DECLINING TO WEAR A PROTECTIVE HELMET.**

I, _____, attest that I am a competent adult, aware of the risk of head injury during Equine Activities, and of the physical and mental incapacity that can result from head injuries, including a significantly increased risk of death. I have been advised that wearing an ASTM/SEI approved riding helmet while engaged in Equine Activities can significantly reduce my risk of, and severity of, head injuries suffered in falls from horses or other blows to the head during Equine Activities. Notwithstanding this knowledge and the specific advice to wear a protective helmet while engaging in Equine Activities, I consciously and voluntarily choose not to wear such a helmet during Equine Activities. I acknowledge that I do so against the advice of 3 Pillars Equestrian, LLC, and I hereby ASSUME ALL RISK OF THIS DECISION. Further, I hereby waive any claims against 3 Pillars Equestrian, LLC, or any other party on behalf of myself, my successors in interest, guardians, legal representatives, heirs and assigns, and release 3Pillars Equestrian, LLC, from any claims or liability whatsoever with regard to damages that could have been prevented or avoided by the proper use of a protective helmet.

Initial acknowledgment x _____