

LUCKY'S LEGACY – A Second Chance for Horses

This Release of Liability is made and entered into this _____ day of _____, 20____, by and between Lucky's Legacy and _____, hereinafter referred to as the Volunteer, and if the Volunteer is a minor, the Volunteer's Parent or Guardian, _____ . In return for the use today, and on all future dates of the property, facilities and services of Lucky's Legacy, the Volunteer, his/hers heirs, assigns and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Volunteer to carry full and complete insurance coverage on his/her horse, personal property and thyself.
2. Volunteer and/or Guardian agrees to assume **ANY AND ALL RISKS INVOLVED IN OR ARISING FROM VOLUNTEER'S USE OF OR PRESENCE UPON LUCKY'S LEGACY PROPERTY, EVENTS AND FACILITIES**, including without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Volunteer or Guardian agrees to hold Lucky's Legacy and all other volunteers, employees, board members, successors, assigns, subsidiaries, franchises, affiliates, officers, directors and agents, 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, causes of action, injuries, damages, costs or expenses arising out of the Volunteer's use of or presence upon Lucky's Legacy property, events and facilities, including without limitations, those based on death, bodily injury, property damage, including consequential damage damages, except if those damages are caused by direct, willful and wanton negligence of Lucky's Legacy
4. Volunteer or Guardian agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. Calif. Civil Code S 1542) whose purpose, substance and/or effect is to provide that a general release does not know does not know or suspect to exist at the time of executing the release.
5. Volunteer or Guardian agrees to indemnify and defend Lucky's Legacy against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees which may arise from Volunteer's use of and/or presence upon Lucky's Legacy property, events and facilities.
6. Volunteer or Guardian agrees to abide by all of the Lucky's Legacy rules and regulations.

Volunteer, if using his/her horse shall be free from infection, contagious or transmissible diseases. Lucky's Legacy reserves the right to refuse the Volunteer's horse if not in proper health or is deemed dangerous or undesirable.

7. This contract is non-assignable and non-transferable, and is made and entered into the State of New Hampshire, and shall be enforced and interpreted under laws of New Hampshire. Should any clause be in conflict with State Law, that clause is null and void and the remainder of the contract valid. When signed by all parties and stated above, then this contract will be binding on all parties, subject to the above terms and conditions.

Volunteer's Signature

Volunteer's Name (Please Print)

Signature of Parent or Guardian (if Volunteer is a minor)

Volunteer's Address

Volunteer's Telephone Number and E-Mail Address