

Waiver of Liability/Hold Harmless Agreement: MINOR PROMO

In consideration of the granting of access to **Holly Farm** (the "Stable") and the Undersigned's or the Undersigned's Minor Child's participation in horse related activities at the Stable and other consideration, the Undersigned hereby waives, releases and holds harmless **Robyn Smith** (the "Owner"), **Equine Life Solutions, Inc.** (the "Company"), L & S Holdings, LLC (the "Property Owners"), the Stable and the fee owners thereof, and their respective employees, interns, volunteers and agents, from all claims, demands, causes of action, losses or liabilities arising from or related to any injuries, damages or losses of any nature arising directly or indirectly from the Undersigned's or the Undersigned's Minor Child's presence at the Stable or the participation by the Undersigned or the Undersigned's Minor Child in any horse related activity at the Stable including but not limited to the use, care, riding, stabling, and instruction in any equestrian and/or barn-related activities at the Stable ("horse related activities"). The Undersigned shall defend and indemnify the Instructor, the Company, the Stable and the fee owners of the Stable from any claims, demands, causes of action or liabilities, including reasonable attorney fees, which directly or indirectly arise from the presence of the Undersigned or the Undersigned's Minor Child at the Stable or from the participation by the Undersigned or the Undersigned's Minor Child in any horse related activities at the Stable or from any negligent act or omission by the Undersigned or the Undersigned's Minor Child, except to the extent caused by the gross negligence or willful misconduct by the indemnified persons or entities.

This waiver limits the Undersigned's ability to sue in a court of law and/or make claims for monies as compensation for injury or damages suffered as a result of or related to the participation, riding or spectatorship of horse related activities at the Stable.

THE UNDERSIGNED ACKNOWLEDGES THAT HORSEBACK RIDING AND LESSONS AND HORSE RELATED ACTIVITIES CAN BE DANGEROUS. SERIOUS INJURY OR DEATH CAN RESULT FROM PARTICIPATION IN OR SPECTATORSHIP OF HORSE RELATED ACTIVITIES. THE COMPANY, THE FEE OWNERS OF THE STABLE, THE INSTRUCTOR AND THE EMPLOYEES AND AGENTS THEREOF CANNOT GUARANTEE THE SAFETY OF THE UNDERSIGNED, THE UNDERSIGNEDS MINOR CHILD OR THE UNDERSIGNED'S HORSE.

The Undersigned has reviewed and shall fully comply with all posted rules and regulations of the Stable and with all directions, and precautions issued by the Instructor, the Company, the Stable and the fee owners of the Stable and shall take every precaution to prevent incidents. The Undersigned further acknowledges that no matter how gentle, no horse is a completely safe horse. If a horse is frightened, provoked or agitated, it may divert from its tasks and act in response to its natural instincts which include, but are not limited to bolting (running off uncontrollably in any direction), stopping short, changing direction, or speed, shifting its weight from side-to-side or front-to-back, bucking, rearing or kicking with its front or rear legs. It may also lean on, pin, bite, or roll/fall on a person, another animal or property near it.

The Undersigned agrees to wear protective (equine-related and approved) headgear whenever on or near any horse. Such equipment may prevent or reduce the severity of injuries that may occur as a result of riding and/or being in the vicinity of horses, including a serious head injury. (Heeled-boots are highly recommended).

All riders are required to wear an **equine-activity approved helmet** when riding (No Exceptions)
All spectators and guests must be accompanied by staff before entering the barn or arena or approaching horses in paddocks.

Caution!! Electric fences are dangerous. Guests MUST be accompanied by staff!

READ CAREFULLY BEFORE SIGNING!

I have read and understand this waiver, attest that **I am authorized to sign on behalf of myself or the listed minor**, and understand and acknowledge that by signing this waiver, I am giving up certain important legal rights.

Signature
additional minors on back)

Minor Name

Minor Age (list

_____ Date _____ Guest of

Printed Name _____

If you would like to learn more about special program offerings, discounts, camp dates, events, etc. sign-up for our monthly **ELS Horse Habits Newsletter**. Check the box below and provide an email (email privacy is one of our highest priorities!)

CONSENT FOR EMERGENCY MEDICAL TREATMENT

I am the Adult Student or the Parent or I am the Legal Guardian of _____ (the "Minor"), and I authorize Robyn Smith (the "Instructor"), Equine Life Solutions, Inc. ("Company"), and the fee owners of Holly Hills, L&S Holdings, (the "Property"), and their employee's or agents to obtain such emergency medical care and treatment that such persons reasonably determine is necessary for the health and welfare of myself or the Minor named above.

Adult Student or Parent/Legal Guardian Signature

Date

Adult Student or Parent/Legal Guardian Printed Name

ADULT STUDENT or PARENT/LEGAL GUARDIAN CONTACT INFO:

Name: _____ Phone: _____

Address: _____ Cell: _____

City: _____ State: _____ Zip: _____

* Email: _____

* Minor's DOB: _____ (if applicable)

MINOR CHILD MEDICAL INFORMATION

Any Medical Conditions Instructor/Stable should be aware of: _____

Allergies or Special Medications: _____

1. I grant to Equine Life Solutions, Inc. (ELS), and its agents, licensees and assigns a non-exclusive, irrevocable license to (a) publish, exhibit, copy and distribute any Photo on any ELS Interactive web site, or in any other medium now known or hereafter devised, in its original or in cropped or modified form; and to (b) use my first name (or minor's), likeness, picture, voice for promotional or advertising purposes in connection with the ELS business or Internet services of Equine Life Solutions, Inc.

2. I warrant and represent that I own the Photo and all copyrights therein, or that I otherwise have the authority to grant the license given to ELS herein, and I agree to indemnify and hold harmless ELS, and its agents, officers, shareholders, directors, employees, licensees, successors and assigns against any claim or cause of action arising out of the use of my name, likeness, picture, or arising out of the use of the Photo.

Signature: _____

_____ Date: _____

Print name to be used: _____