

# Splendor Farms, LLC

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

\*\*\*READ BEFORE SIGNING\*\*\*

Participant Name: \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called the **Program**), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. **These risks include but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. **I agree to wear and use as instructed; any safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever. I understand Participants/Riders under the age of 16 years old must wear safety helmets.**

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the Program.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

### Equine Warning

**Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SPLENDOR FARMS**, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the **Program (RELEASEES)**, from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_  
 Participant's Signature Age Date

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X \_\_\_\_\_  
 Parent/Guardian Signature Date Emergency Phone Number(s)

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT**

**Please read and be certain you understand the implications of signing.**

**MINORS UNDER THE AGE OF 15 ARE REQUIRED TO WEAR PROTECTIVE HEADGEAR**

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY SPLENDOR FARMS (HEREIN CALLED THE STABLE) THAT WE SHOULD WEAR A PROPERLY FITTED "ASTM/SEI" (EQUESTRIAN STANDARD) HELMET WHILE RIDING OR BEING AROUND HORSES (WHETHER ON OR OFF THE STABLE PREMISES) IN ORDER TO REDUCE THE SEVERITY OF SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO SEVERE INJURY FROM THIS ACTIVITY AND THAT NO FORM OF PREPLANNING CAN REMOVE ALL OF THE DANGER TO WHICH WE ARE EXPOSING OURSELVES. AGAINST THE ADVICE OF THE STABLE, THE GUIDE AND/OR INSTRUCTOR, NUMEROUS COURT CASES AND THE STABLE'S INSURANCE COMPANY, WE ARE VOLUNTARILY REFUSING TO WEAR THE HEADGEAR. **AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.**

**I / WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND ITS WARNINGS AND ASSUMPTION OF RISKS.**

S/ \_\_\_\_\_  
 Signature of Adult Rider Name of Adult Rider (Please Print) Date

**FOR PARTICIPANTS OF MINORITY AGES OF 15YRS, 16YRS, 17YRS:** (Minors under the age of 15 must wear protective headgear) This is to Certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

**MINOR RIDER'S FULL NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

S/ \_\_\_\_\_  
 Signature of Parent or adult legal Guardian if Participant is a Minor, and Name of Parent or adult legal Guardian (Please Print) Date  
 by their signature they on my behalf release all claims that both they and I have