



Star ^{HB} Farms

EQUINE ACTIVITY AGREEMENT AND RELEASE FOR STAR HB FARMS, ("STABLE")

WARNING

Under Alabama 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.

1. Release And Indemnity Agreement.

Participation in an equine activity, such as horseback riding or visiting a stable, involves inherent risks, which include, but are not limited to the propensity of equines to behave in ways such as bucking, kicking, rearing, or stepping on, that may result in an injury, harm or death to persons on or around them; I acknowledge that horses, by their very nature are unpredictable and subject to animal whim.

In consideration of the acceptance of my engaging in and/or my child engaging in, equine activity conducted or allowed by the Stable, I AGREE TO ASSUME THE RISKS incidental to such participation including, but not limited to, those risks set out above, and, on my own behalf, on behalf of my child, RELEASE and forever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature, arising out of or in any way connected with my participation and/or the participation of my child in such equine activities and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney's fees and disbursements. The released parties are Star HB Farms, its parent (Helen B. Ventress), partner (Randy L. Sharp), and assigns of each.

I understand that this release agreement covers bodily injury and property damage, whether suffered by me, my child before, during, or after such participation. I further understand that this release agreement includes any claims based on tack that is faulty or should be known to be faulty, the failure to make reasonable efforts to determine equine activity participant ability, dangerous condition of the land, or the failure to satisfy a reasonably prudent person standard.

2. Authorization To Obtain Medical Treatment For Minor

I further authorize medical treatment for my child, at my cost, if the need arises. Star HB Farms is hereby authorized to obtain any and all medical treatment the stable deems reasonably necessary for my minor child, and I agree to bear any cost connected therewith and shall pay promptly upon billing by the health care provider. Stable shall incur no financial liability for medical treatment obtained pursuant to this authorization.

3. Stable Rules

I agree on my own behalf and/or on behalf of my child to abide by and follow Stable's rules as posted or instructed.

4. Full And Fair Disclosure Of Rider's Abilities

I further acknowledge that the behavior of any animal is contingent to some extent upon the ability of its rider. I warrant on my own behalf and/or on behalf of my child that a full and fair disclosure of the rider's abilities have been made to Stable.

5. Choice Of Law And Venue

This agreement and release is made and entered into in Madison County, Alabama, and shall be enforced and interpreted in accordance with Alabama law. Any claim arising from or relating to this agreement and release shall be filed and venued in Madison County, Alabama.

Date: _____

Participant/Rider's Name (Print)

Signature of Adult Participant/Rider

Signature of Adult on Behalf of Minor Child
Participant/Rider