



Loving Thunder  
 Therapeutic Riding, Inc.  
 PO Box 44917  
 Rio Rancho, NM 87174  
 505-554-9445



# Release of Liability

WITNESS THIS RELEASE dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. By and between Loving Thunder Therapeutic Riding, Inc, hereinafter referred to as Management and \_\_\_\_\_, hereinafter referred to as User, participant, volunteer, or staff and if User is a minor, User's parent or guardian, \_\_\_\_\_. For consideration received, and in return for the use of the facility on 5701 Jackson Loop NE, Rio Rancho, NM today and on all future dates of the property, facilities, and services of Management, Management's instructors, staff, employees, volunteer, drivers, and agents: User, User's heirs, assigns, and representatives, hereby agree as follows:

1. USER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM USER'S USE OF THE PREMISES OR PRESENCE UPON THE PROPERTY AS ABOVE-DESCRIBED AND THE FACILITIES INCLUDED THEREON, INCLUDING, BUT NOT LIMITED TO RISKS OF DEATH, BODILY INJURY, PROPERTY DAMAGE, FALLS, KICKS, BITES, COLLISIONS WITH VEHICLES, OTHER HORSE OR STATIONARY OBJECTS, FIRE EXPLOSION, LIMITED EMERGENCY MEDICAL CARE AVAILABILITY, OR THE NEGLIGENCE OR DELIBERATE ACT OF ANY OTHER PERSON. User acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may included behavior but not limited to the propensity to kick, bite, shy, buck, rear, stumble, bolt, or general unpredictability. User assumes all risk in connection therewith, and expressly waives any claims for any injury or loss arising there from. User agrees to abide by and follow Management's rules and regulations, which, shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of User's abilities has been made to management.

Warning – All Activities involving HORSES, donkeys, mules, or ponies have inherent risks for Participant. New Mexico State law protects operator, owners, trainers, promoters, and others from liability for injuries, which are the result of an equine animal's behavior. USE THESE FACILITIES AND/OR RIDE AT YOUR OWN RISK.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental or loan of horses, taking lessons, the use of any arena on the premises of Management and for the purpose of taking riding lessons either on the premises or lessons given off the premises by Management personnel.
3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST, AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER ACTUALLY INCURRED OR NOT, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USERS USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event the User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.
4. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infections, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises if same does not appear to management to be in good health, or is deemed dangerous or undesirable.
5. Any action brought under this agreement shall be brought within one year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred and a maximum of \$10,000 for non-consequential damages such as pain and suffering.
6. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance, or/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

Loving Thunder Therapeutic Riding, Inc.  
 Management

\_\_\_\_\_  
 User

\_\_\_\_\_  
 Parent or Guardian if User is a Minor

\_\_\_\_\_  
 Date