

## Varvel Sporthorses, Brynne Varvel Dressage

6949 S Rockport Rd Bloomington IN 47403

### Release Waiver and Hold Harmless Agreement

WITNESS THIS RELEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ , by and between \_\_\_\_\_ (hereinafter referred to as Client), and if Client is a minor, his or her parents or guardian(s):

\_\_\_\_\_; and Varvel Sporthorses and Brynne Varvel, Kelly Brown (collectively hereinafter referred to as "VS"). For consideration received in return for Client's use, today and on all future dates, of the property, facilities and services of VS, and VS's instructors, employees, drivers, and agents, including but not limited to: Client's participation in horseback riding(on sales and non sales horses), horseback riding lessons or horseback riding clinics, as a rider, auditor, or spectator; boarding of Client's horse or pony; trailering of Client's horse or pony; working with equines or being in their proximity; or Client's participation in any other equine activity, with any of the aforementioned activities occurring at VS's primary location of 6949 S Rockport Rd, Bloomington, Indiana, at any other VS location, or conducted by VS but occurring away from an VS location (all hereinafter referred to as "Participation"), Client hereby agrees to be bound by the following( **please read and initial each**):

\_\_\_\_ 1. Client acknowledges that there are inherent risks associated with equine activities, and these risks include, but are not limited to the following: injury and harm to person or equine; death and permanent disability of person or equine; and loss of, or damage to, property. Client is aware that equines are beasts of prey whose primary instinctive defense when frightened or threatened is to flee, and that they may become violent in their attempt to do so; if they cannot flee, even normally well-behaved equines may become aggressive and cause injury to persons in their proximity. Therefore, Client recognizes that many of the inherent risks associated with equine activities arise because equines by nature are unpredictable in their reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, and because they have the propensity to bolt, buck, bite, kick, shy, rear, or step on people. Further, risks may arise from certain hazards such as, but not limited to, surface and subsurface conditions; collisions with other animals; and the limited availability of emergency medical care.

\_\_\_\_ 2. Client expressly assumes all risks in any way connected with Participation. Client expressly accepts personal responsibility for any liability, injury, harm, illness, death, disability, loss, or damage in any way connected with Participation. Further, Client assumes the risk if Client should violate any of the rules of VS, such as, but not limited to, the rule that wearing a certified and approved riding helmet is required at all times when mounted. Client assumes all risks and liability of all injuries and damages to Client, Client's equine(s), or Client's property; or caused by Client and/ or Client's equine(s). Client agrees that VS is not liable for those persons that Client invites as guests or as professionals to VS who may or may not ride or handle horses or ponies while at VS. Client agrees that VS does not assume the risk for those persons that come to VS to visit Client, and to inform Client's guests that if they are going to ride or handle horses

or ponies at VS, they may not do so without first signing VS's Release Waiver and Hold Harmless Agreement.

\_\_\_\_ 3. Client expressly waives, releases, and holds harmless VS and its members, officers, owners, agents, employees, guests, independent contractors, and assigns from all tort and civil liability arising from, and relating to, Participation, and specifically including the negligence of VS and its members, officers, owners, agents, employees, guests, independent contractors, and assigns. Client also agrees to defend and indemnify VS and any of its members, officers, owners, agents, employees, guests, independent contractors, and assigns against any claims or actions resulting from Participation, including all expenses, attorney fees and costs of litigation. This Agreement shall be applicable to, but not be limited to, the following: the use of equipment and tack; the use, quality and condition of the property, facilities, and services of VS; the lack or inadequacy of policies, rules or regulations of VS; the failure of VS to foresee or to protect Client from the actions, inactions, negligence, recklessness, or intentional or criminal conduct of others; the potential of another participant to act in a negligent manner that may contribute to injury to Client, or others, such as failing to maintain control over an equine or not acting within that participant's ability; the inadequacy or unavailability of medical facilities or treatment; the lack or inadequacy of supervision; or theft, fire, disease, or disaster damage.

\_\_\_\_ 4. This Agreement shall apply to Client in every respect, regardless of Client's ability, familiarity or experience with equines. Client understands that this Agreement shall be binding upon Client's estate and all of Client's representatives and that this Release Waiver and Hold Harmless Agreement shall apply whether Participation occurs upon property owned, leased, or otherwise used by VS, or is sponsored by VS but occurs off the property of VS. In the event Client is a minor, Client's parents or guardian further agree to hold harmless, indemnify and defend VS and its members, officers, owners, agents, employees, guests, independent contractors, and assigns against any such claims by said minor child.

\_\_\_\_ 5. Client authorizes VS to provide Client, through medical personnel of VS's choice, customary medical assistance, transportation, and emergency services. This consent does not impose a duty upon VS to provide such assistance, transportation, or services, and all financial responsibility for the care provided shall remain with Client. Furthermore, Client authorizes VS to provide or secure customary veterinary assistance, transportation, and emergency services for Client's horse or pony, if, in VS's discretion, Client's horse or pony is in need of such emergency services and Client either cannot be reached or is incapacitated. VS will attempt to secure the services of the veterinarian specified by Client, but Client agrees that if the specified veterinarian cannot be reached or is not available, VS has permission to secure the necessary care through veterinary personnel of its choice. All financial responsibility for the care provided shall remain with Client.

\_\_\_\_ 6. In the event Client is using Client's own equine(s), or an equine not owned by VS, Client warrants said equine(s) shall be free from infection, contagious or transmittable diseases. VS reserves the right to refuse access or use of any equine upon the property of VS that, at the discretion of VS, does not appear to be in good health, or is deemed dangerous or undesirable.

Client agrees to abide by and follow the rules and regulations of VS, which shall be posted and/or available from time to time.

\_\_\_\_ 7. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement shall be governed, construed, and enforced in accordance with the law of the State of Indiana. Any action brought pursuant to this Agreement shall be subject to the jurisdiction of and filed in the Monroe Circuit Court, Bloomington, Indiana.

\_\_\_\_ 8. This instrument contains the entire agreement between the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral. This instrument may be amended only in writing signed by Brynne Varvel or Kelly Brown on behalf of VS.

**WARNING Under Indiana law, an 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.**

I have read this Agreement. I understand that I have given up substantial rights by signing it, and I am signing it voluntarily. I verify that I fully understand, agree to, and accept all provisions of this Release Waiver and Hold Harmless Agreement.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Varvel Sporthorses, Brynne Varvel, Kelly Brown

If Client is not yet 18 years old, a parent or the legal guardian(s) must sign:

We have read this Agreement. We understand that we have given up substantial rights by signing it, and we are signing it voluntarily. As the custodial parents or legal guardian of the above named individual, we verify that we fully understand, agree to, and accept all provisions of this Release, Waiver, Consent, and Hold Harmless Agreement.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Printed Name of parent or guardian