

WARNING: UNDER NEW JERSEY LAW AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES PURSUANT TO P.L. 1997 C. 287 (C.5:15-1 ET SEQ.

PARTICIPANT RELEASE OF LIABILITY

| | LEASE OF LIABILITY is made and e | | | |
|------------------------|---|---|--------------------------------------|--|
| betweer | n Double P Ranch, hereinafter desig ated "PARTICIPANT", and if Particip | gnated "OPERATOR" and | , hereinafter | |
| designo | ated "PARTICIPANT", and if Particip | oant is a minor, | , Participants parent | |
| or guar | dian. In consideration for the use, to | oday and on all future dates, of th | ne property, facilities and services | |
| of the C | Operator, the Participant, her/his he | eirs, assigns, and legal representat | ives, hereby expressly agree to | |
| the follo | | , 3 , 3 , | , , , , , , | |
| 1. | It is the responsibility of the Partic | | nsurance coverage on his horse, if | |
| • | applicable, personal property and him or herself. Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANTS USE OF OR PRESENCE UPON OPERATORS PROPERTY AND FACILITIES, | | | |
| 2. | | | | |
| | including, without limitation and not limited to, the risks of bodily injury, disease, death, property | | | |
| | | damage, falls, kicks, bites, collisions with vehicles, horses, cattle, or stationary objects, fire or | | |
| | explosion, the unavailability of emergency medical, or the negligence or deliberate act of another | | | |
| | Participant. | | | |
| 3. | To the fullest extent permitted by I | law, Participant agrees to hold Op | erator and all of its successors, | |
| | assigns, subsidiaries, affiliates, officers, directors, trustees, volunteers, employees and agents | | | |
| | completely harmless and release them from all liability whatsoever and AGREES NOT TO SUE them on | | | |
| | account of or in connection with any claims, causes of action, injuries, damages, cost or expenses | | | |
| | arising out of Participants use of or presence upon Operators property and facilities, including | | | |
| | without limitation, those based on bodily injury, disease or death, property damage, including consequential damages, except if the damages are caused by direct, willful and wanton gross | | | |
| | negligence of the Operator. | | | |
| 4. | To the fullest extent permitted by I | law. Participant agrees to waive th | ne protection afforded by any | |
| | statute or law in any jurisdiction whose purpose, substance and/or effect is to provoke 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 release. | | | |
| 5. | To the fullest extent permitted by I | | | |
| | Operator against, any and all claims, causes of action, damages, judgements, costs or expenses, | | | |
| | including attorneys fees, which in any way arise from the Participants use of or presence upon the | | | |
| 6. | Operators property and facilities. Participant garees to abide by all | of the Operators and the facilities | rules and regulations | |
| 7. | , , | | | |
| | contagious or transmissible disease. Operator reserves the unconditional right to refuse or permit the | | | |
| | horse on Operators premises if not in proper health or is deemed dangerous or undesirable. | | | |
| 8. | This release is non-assignable and | l non-transferrable and is made a | nd entered into the State of New | |
| | Jersey and shall be enforced and interpreted under the laws of this state. Should any clause be in | | | |
| | conflict with State Law, then that clause is null and void. When the Operator and Participant or | | | |
| | Participants parent or guardian, if Participant is a minor. sign this contract, it will then be binding on | | | |
| | both parties, subject to the above terms and conditions. | | | |
| | D.20. | | | |
| | al Will | | | |
| Paul Pilnik - Operator | | Participants Signature | Participants Signature | |
| | | (Or Participants parent or guardian, i | Participant is a Minor) | |
| | | | | |
| | | | | |

Participants Email Address