



## **Assumption of Risk, Waiver, Release Indemnity, and Covenant Not to Sue Contract**

Participant's Name \_\_\_\_\_ Date of Birth (if minor) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ email \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Medical Conditions of which Ranch should be aware \_\_\_\_\_

For and in consideration of being allowed to participate in horseback riding and the related activities at **Kafka Farm, 901 Valley Rd.,** I state, contract and agree as follows:

1. I understand that I have a right to have the attorney of my choice review this contract at my own expense; that if I do not sign this document I will not be allowed to participate in horseback riding or related activities at **Kafka Farm**; and that this document is a binding legal contract under which I give up certain legal rights I might otherwise be entitled to.
2. I intend this document to bind myself, my heirs, estate, assigns, and all persons or entities who may be entitled by operation of law or contract to act on my behalf in any manner.
3. I acknowledge that horseback riding, related activities, and being on or near horses are inherently dangerous activities with a risk of death or serious bodily injury to riders, observers, and/or horses. Irrespective of training, temperament, or history, horses can kick, bite, stampede, jump, collide, fall, trip, buck, pull back, stomp, charge, run, rear, roll, in the stalls, the barn, the corral, the pastures, and on the ranch, among many other unpredictable things and places (this list, while particular, is not all inclusive), and one of which could cause death or serious bodily injury to riders, observers, and horses. As riding lessons, clinics, horse shows, and classes are conducted at **Kafka Farm**, I understand there may be young, inexperienced, or malicious riders or observers whose actions could cause death or serious bodily injury to me or my horse.
4. The ground at **Kafka Farm** may be uneven, rocky, slippery, steep. There are obstacles and features, animate and inanimate, man-made and natural of the property which riders, observers, and horses could collide with, fall upon, and/or trip over, and which could cause death or serious bodily injury to rider, observer, and horse. These obstacles, obvious or hidden, include but are not limited to standing trees, fallen logs, stumps, rotting stumps, cliffs, creeks, roads, trails, holes, poles, gates, barbed-wire fences, electric fences, outbuildings, people, wild animals, horses, and corrals (this list, while particular, is not all inclusive).
5. I understand the risks of horseback riding and related activities upon the terrain comprising the **Kafka Farm** and the risk of death or serious bodily injury associated therewith as described in paragraphs 3 and 4 above. I assume those risks of death, serious bodily injury, and any injury to rider, observer and/or horse associated with horseback riding and/or related activities upon the **Kafka Farm**.
6. I forever waive, release, hold harmless, agree to defend, indemnify, promise and covenant not to sue **Kafka Farm**, and/or **Harold & Deborah Kafka** for death, serious bodily injury, and injury, or damages of any sort, received by me at **Kafka Farm** while participating in horseback riding and/or related activities; and/or any property loss for damaged or destroyed horses, tack saddles, or other property owned by me located at **Kafka Farm** as a result of flood, fire, theft, explosion, act of God, negligence, intentional and/or unintentional destruction or damage by animals or people, or any other cause.

I have read and will follow the rules of **Kafka Farm**, but I forever waive, release, hold harmless, promise and covenant not to sue **Kafka Farm**, and/or **Harold & Deborah Kafka** for death, serious bodily injury, any injury, or damages of any sort,

received by me at **Kafka Farm** while participating in horseback riding and/or related activities as a result of the failure of another person to follow the rules or the intentional breach of those rules by another person.

The phrase “horseback riding and/or related activities” is defined for the purposes of this document to mean riding, walking, running, trotting, galloping, training, jumping, leading, mounting, roping, saddling, bridling, brushing, cleaning, washing, feeding, haying, shoeing, vaccinating, medicating, cutting, branding, observing, or being near a horse in the barns, stalls, corrals, pastures, gates, fences, trails, fields, roads, or lands comprising **Kafka Farm**, – this phrase also includes lessons, clinics, horse shows, observing lessons, and simply walking upon the premises to observe horses or riders.

If the participant is a minor, I, the parent or legal guardian agree to the terms hereof on behalf of the minor and personally, and I forever waive, release, hold harmless, agree to defend, indemnify, promise and covenant not to sue **Kafka Farm**, and/or **Harold & Deborah Kafka** for death, serious bodily injury, and injury or damage of any sort received by me or my minor child at **Kafka Farm**, while participating in horseback riding and/or related activities; and/or any property loss for damaged or destroyed horses, tack, saddles, or other property owned by me or my minor child located at Kafka Farm, as a result of flood, fire, theft, explosion, act of God, negligence, intentional and/or unintentional destruction or damage by animals or people, or any other cause.

1. The law of the State of New Jersey shall apply to the interpretation of this document.
2. If any portion or provision hereof shall be declared void by a court of competent jurisdiction, the remainder shall remain in full force and effect.
3. I have read the foregoing document and agree to its terms.

I understand there is a state law in New Jersey that reads as follows: *Under state 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, pursuant to N. J. S. A. 5:15-1 to 5:15-1 12.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Participant or Spectator

\_\_\_\_\_  
Participant

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Participant

\_\_\_\_\_  
\* If participant is a minor, parent or legal guardian's signature for minor and individually

Helmets are required on all individuals riding on the above mentioned property.  
Family Members may sign one document.