

**ERICKSON ACRES CARRIAGE COMPANY, LLC
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This legally binding Agreement, made as of this ____ day of _____, 20____, between ERICKSON ACRES CARRIAGE COMPANY, LLC, collectively defined as Shari Erickson, immediate family, heirs, and representatives, other principals, employees, contractors, volunteers, agents, and assigns ("EACC"), and the person executing this document (hereinafter referred to as "Participants" or "Participant"). Participant and Participant's parent if Participant is under 18 years of age must review and sign to confirm understanding and agreement.

EACC and Participant recognize that being around horses and equine activities inherently carries risk. In consideration for and in favor of ERICKSON ACRES CARRIAGE COMPANY, LLC, for allowing Participant to participate in equine carriage activities, Participant voluntarily agrees to the terms of this Release of Liability and Hold Harmless Agreement and **hereby agrees to personally assume responsibility for the risks associated with horses and their use with the carriage.**

Participant is participating voluntarily in being present with and riding in a carriage pulled by a horse or horses. Participant understands and is fully aware that being around horses involves inherently dangerous risks of serious injury or loss to Participant, to others, or Participant's personal property. Such inherent risks include but are not limited to dangers associated with accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses.

Participant hereby releases, waives, and forever discharges (i.e., Participant waives the right to sue and possibly receive monetary damages) EACC for all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage—including damage to Participant's physical body or personal property—resulting during Participant's presence with EACC's carriage and horses and any activity involving EACC's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission by EACC or any of the other parties listed above. **Participant assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold EACC and all other parties listed above harmless for any liability thereof as set forth herein.**

SAFETY. Injury or death may be caused from horse-drawn carriage equipment operation, carriage equipment failure, entry and exiting carriage, loss of control of a horse-drawn carriage, and impact with other vehicles or natural/man-made objects.

1. **Horses Are Inherently Dangerous.** Participant also understands that engaging in equine activities is an inherently dangerous activity, and that, by so doing, he or she exposes his or herself to dangers both known and unknown. Horses are large, unpredictable animals that may be dangerous no matter how much training they have, no matter what level of experience its handlers have, and no matter what the situation. Participant agrees and understands EACC cannot control the horses, and that Participant shall release and hold harmless EACC from any injury arising out of or related to equine activities with EACC's carriage services.

Initial: _____

2. **Interaction.** EACC is unable to control interaction with people (including children), wild or domestic animals/pets/insects, operation of machinery such as, but not limited to, car/trucks, snowplows, tractors, rakes, bikes, ATVs, or construction equipment, uneven or unstable ground, weather conditions, and other physical effects of nature, including other risks incident to being on or around city streets, other roadways, and rural property. These, among other unnamed/unknown experiences, might occur that cause the equine to react.

Initial: _____

3. **Participant Is Responsible for His or Her Own Conduct.** Participant agrees to conduct him or herself safely and with proper courtesies while with EACC. Participant understands that horses and carriages are business equipment. Participant will not stand in the carriage, engage in rowdy or loud behavior that can scare the horses, or play around the wheels in a moving vehicle. Injury or death may be caused by misconduct or inability to follow directions, policies, and procedures as directed by the carriage operator. Participant understands that misconduct may result in early eviction or inability to participate in the carriage ride. Participant also understands that carrying items that flap in the wind, fall underneath the horse or carriage, and noisemakers (including toys and phones) could cause the horse to react in an unsafe manner.

Initial: _____

4. **Release and Waiver of Liability, and Assumption of Risk.** Participant takes full responsibility for him or herself and for any guest that he or she may bring. Participant will not hold EACC responsible for accident or injury to Participant or his or her guests, including parents or other family members.

Initial: _____

5. **Hold Harmless, Defend and Indemnify.** Participant agrees to defend, indemnify, save and hold harmless EACC and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Participant's use of EACC services or conduct, Participant's use or access to horse and carriage, or Participant's or Participant's agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

Initial: _____

6. **Consent to Emergency Treatment.** Participant recognizes that he or she is participating in an activity where there are inherent risks that may render emergency treatment necessary. In the event of an emergency where Participant is incapacitated or otherwise unable to give consent, Participant hereby consents to and agrees to bear the costs of administration of emergency services by paramedics or other medical professionals. Participant additionally consents to administration of emergency treatment by the professionals from EACC until such a time as paramedics or other medical professionals become available.

Initial: _____

This release is given on behalf of Participant, Participant's spouse, Participant's parents, Participant's legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until Participant has revoked it in writing. *Read this agreement carefully before signing it. Your signature indicates your understanding of and your agreement to its terms, including giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of your presence and/or participation in equine activities with EACC, including injury, death, or property damage arising out of the negligence of EACC. If you have any questions about the meaning of the legally binding contract, please feel free to ask your attorney before signing.*

Participant hereby acknowledges and affirms that he/she has carefully read the contents of this document, understands its meaning, and has voluntarily executed the same.

PARTICIPANT :

ERICKSON ACRES CARRIAGE COMPANY, LLC

by Shari Erickson, as Manager:

Signed: _____

Signed: _____

Print Name: _____

Name: Shari Erickson

PARENT OF MINOR PARTICIPANT:

Signed: _____

Printed Name: _____