



RELEASE OF LIABILITY

EQUINE SPECIALIST /CLIENT

WITNESS THIS AGREEMENT this _____ day of _____ 20____, by and between

Medicine Horse LLC, Carol Ann Silva, Equine Specialist, herein referred to as ES and

_____ herein referred to as Client. For consideration received, and in return for the use, today and of all future dates of the property, facilities and services of ES, Clients heirs, assigns, and representatives, hereby agree as follows:

1) CLIENT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENTS USE OF THE PREMISES OR PRESENSE 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, BOLTS, COLLISIONS WITH VEHICLES, HORSES, OR STATIONARY OBJECTS, FIRE EXPLOSION, LIMITED EMERGENCY MEDICAL CARE AVAILABILITY, OR THE DELIBERATE ACT OF ANY OTHER PERSON. Client acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Client assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Client agrees to abide by and follow ES's rules and regulations which shall be posted and/or available from time to time. Client further acknowledges that the behavior of any animals is contingent to some extent upon the ability of the client. Client assumes all risks therefore and warrants a full and fair disclosure of Clients abilities has been made to the ES.

2) Client agrees to hold harmless, indemnify and defend ES against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, 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 Client's use or presence upon the property of ES and the facilities located thereon.

3) ES reserves the right to refuse access or use of any horse upon the premises if same does not appear to ES to be in good health, or is deemed dangerous or undesirable.

4) Any action brought under this agreement shall be brought within (1) year of the incident or accident giving rise to said claim. Client agrees that damages shall be limited to 4250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

5) Client agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/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.

WARNING- Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, 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 R.I Gen. Law Section 4-21-1, et seq.(1993)

Medicine Horse LLC

ES/Medicine Horse LLC

CLIENT

I _____ fully understand the risk associated with equine activities, and I am assuming all risk in connection with my participation in any and all equine activities at Silva Spirit farm located at 1600 Eagleville Rd., Tiverton R.I., and agrees to hold Silva Spirit Farm and Carol Ann Silva harmless for any and all property loss and or damage, or bodily injury that might occur in all equine related activities.

_____ date _____
_____ printed _____

I also agree to hold Silva Spirit farm and Carol Ann Silva harmless from any and all liability due to injuries suffered by my son's/daughter's participation in the above mentioned equine related activities and I assume all risk involved in connection to my child's participation in equine activities at Silva Spirit Farm.

Child's name _____

Parent/Guardian _____

Date _____

