LIABILITY WAIVER AND RELEASE AGREEMENT

Please Read Carefully — Participation Involves Inherent Risks of Serious Injury

This **Liability Waiver and Release Agreement** ("Agreement") is entered into on the ___ day of _____**,**_____, by and between **Barnes Performance Horses LLC** ("Stable") and:

Participant Name: _____ ("Participant").

If Participant is under the age of 18, "Participant" shall also refer to the minor's parent or legal guardian signing on their behalf.

_____

1. Acknowledgment of Inherent Risks
2.
Participant acknowledges and understands that equine activities involve **inherent risks**, including but not limited to:

a. The propensity of horses to behave in ways that may result in injury, death, or property damage to persons in their vicinity;
b. The unpredictability of a horse's reactions to sounds, sudden movements, unfamiliar objects, persons, or other animals;
c. The existence of environmental hazards, including but not limited to surface or subsurface conditions;
d. The possibility of collisions or contact with other horses, animals, persons, or objects;
e. The potential for Participant or other equine activity participants to act negligently, including but not limited to failing to maintain control of a horse or acting outside their own abilities.

Participant understands that these risks are **inherent and cannot be eliminated**, and that the Stable does **not guarantee Participant's safety**.

_____

2. Waiver and Release of Liability

With full understanding and appreciation of the inherent risks described above, Participant hereby **waives, releases, and holds harmless** Barnes Performance Horses LLC, including its owners, members, employees, agents, trainers, instructors, independent contractors, veterinarians, and maintenance personnel (collectively, the "Released Parties"), from and against **any and all claims, demands, causes of action, damages, or liabilities of any kind**,

whether in tort or in civil law, arising out of or relating to Participant's involvement in equine activities, including but not limited to horseback riding, handling, boarding, training, or any related activities.

This release applies to **all injuries, losses, or damages**, whether known or unknown, foreseen or unforeseen, that Participant may sustain while mounted, dismounted, on foot, in a vehicle, or otherwise present on or near the Stable's property or animals.

———

3. Waiver of Right to Sue

By signing this Agreement, Participant acknowledges and agrees that he/she is **relinquishing the right to sue**, file a claim, or pursue any legal action against the Released Parties for any injury, death, or property damage arising from participation in equine activities or presence on Stable property, **to the fullest extent permitted by law**.

———

4. Understanding and Acceptance

Participant affirms that:

- He/she has had sufficient time to read and understand this Agreement;
- He/she has been offered the opportunity to ask questions regarding its terms;
- He/she enters into this Agreement voluntarily and of his/her own free will;
- He/she understands that this Agreement is a **legally binding contract**.

———

Participant (or Parent/Legal Guardian, if Minor)

Name: _____
Signature: _____
Date: _____