

BAYMAR FARMS, INC.

THIS IS A RELEASE OF LIABILITY—READ BEFORE SIGNING

Note: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY HORSEBACK RIDING EVENT AT BAYMAR FARMS.

PLEASE PRINT:

PARTICIPANT’S NAME: _____ DATE OF BIRTH: _____

IN CONSIDERATION of being permitted in any way in the sport and activities of horseback riding at Baymar Farms, Box 4, Harbor Road, Wickatunk, New Jersey, I acknowledge, understand, and agree that:

1. **The risk of injury from the activity involved in horseback riding and/or being on a farm is significant, including the potential for permanent disability and death,** and while particular equipment, training and personal discipline will minimize this risk, the risk of serious injury or death does exist:

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below and assume full responsibility for my participation; and,

3. I, for myself and on behalf of my heirs, successors and assigns, HEREBY RELEASE AND HOLD HARMLESS BAYMAR FARMS, INC., the owners and lessors of premises used to conduct horseback riding activities, their officers, officials, agents and/or employees (“Releasees”), WITH RESPECT TO ANY AND ALL COVID 19 AND /OR ANY SICKNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property of participant, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, (excepting only as to each specific Releasee the individual gross negligence and/or wanton misconduct of that specific Releasee), and I for myself and on behalf of my heirs indemnify and hold Releasees harmless from any claim, cost, damage, charge or expense relating to or arising out of any such claim, including but not limited to the reasonable legal fees and court costs of Releasees through all levels of trial and appeal.

4. I understand and agree that this Release of Liability Agreement covers each and every horseback riding event in which I participate today or hereafter.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

No promises or representations have been made to induce me to sign this form.

X _____ Age _____ Date Signed _____ Phone # _____
Participant’s Signature

Address City/State Zip Code

FOR PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I am the parent/guardian with legal responsibility for this participant, and do consent and agree not only to participant’s release of Baymar Farms, Inc. and all other Releasees but I also to release all Releasees and indemnify and hold them harmless to the extent set forth in any way out of participant’s involvement in horseback riding activities or presence on the farm. I hereby bind myself, my heirs, successors and assigns. No promises or representations have been made to induce me to sign this form.

X _____
Parent/Guardian Signature Date Signed Emergency Phone Number(s)

Email: _____