

**ACKNOWLEDGEMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A **CONTRACT** – READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN HORSEBACK RIDING AT APOLLO FARMS, I AGREE THAT I WILL NOT SUE N.A. PARTNERS LP, BEEKER& BEEKER LLC, M PORPERTY CONSULTANTS LLC. APOLLO FARMS, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES AND WILL RELEASE APOLLO FARMS (ET. AL) FROM ANY AND LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF APOLLO FARMS FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF APOLLO FARMS. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS APOLLO FARMS (ET. AL) FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF APOLLO FARMS.

ACKNOWLEDGEMENT OF RISKS

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I understand and acknowledge that horseback riding is a dangerous, high risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I agree and understand that horseback riding is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not participate.

I have read and understood the foregoing **AGREEMENT NOT TO SUE** and **ACKNOWLEDGE OF RISKS** and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

X _____ **Date** _____

**APOLLO FARMS PARENTAL RELEASE OF LIABILITY,
ACKNOWLEDGEMENT OF RISK AND EQUIPMENT
RENTAL AGREEMENT FOR 2017/2018**

**I UNDERSTAND AND AGREE THAT UNWANTED RELEASE OR RETENTION IS AN
INHERENT RISK OF USING ANY EQUINE RELATED EQUIPMENT AND THAT THE
SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.**

HELMET RENTAL: I understand that a helmet designed for EQUESTRIAN SPORTS use will help reduce the risk of some types of injuries. I recognize that serious injury or death can result from both low and high impacts, even when a helmet is worn. **HELMETS MUST BE PROPERLY FITTED TO EACH USER, AND I AGREE THAT THIS HELMET HAS BEEN PROPERLY FITTED BY THE PROVIDER. I AGREE THAT IF THE HELMET IS DAMAGED OR INVOLVED IN ANY KIND OF ACCIDENT, I WILL STOP USING IT IMMEDIATELY, RETURN IT TO STABLE AND REPORT THE ACCIDENT OR DAMAGE.**

X _____ DATE _____