



# Friends of Ferdinand Inc.

## Liability Release Form

PO Box 1784

Indianapolis, IN 46206

contact@friendsofferdinand.org

For and in consideration of Friends of Ferdinand, a non-profit corporation ("FFI") granting the undersigned permission to enter upon FFI's facility and/or allowing the undersigned to participate in equestrian activities on its premises, the undersigned hereby assumes any and all risk of loss or injury to the undersigned's person and/or property, whether anticipated or unanticipated, arising from such entry upon FFI's premises and/or the undersigned's participation in any equestrian activities.

The undersigned further agrees to indemnify FFI, its Board of Directors, owners, agent, servants and employees and to hold same harmless from any and all claims, demands, actions, expenses or liabilities (including FFI's attorneys' fees and court costs) for any injury or damage to the undersigned and/or the undersigned's property, arising out of the undersigned's entry onto FFI's premises and/or participation in such equestrian activities, and/or arising out of any act or acts of anyone or any animal upon or in proximity to FFI's premises and/or within the undersigned's control.

The undersigned acknowledges that equestrian activities such as horseback riding, horse care and maintenance contain inherent risks of injury and damage to the undersigned personally, the undersigned's property and horses. Based upon such knowledge and in consideration of FFI's allowing the undersigned to enter onto the premises, I hereby, for myself, my heirs, executors and administrators waive, release and hold harmless FFI, its Board of Directors, owners, agents, servants and employees from any and all right, or from any and all claims of any kind or nature that the undersigned might have as the result of, or arising out of the undersigned's participation, whether caused by the undersigned's own act or the acts of anyone or any animal, upon or in proximity to FFI's premises and/or within the undersigned's control.

**WARNING:** Under Indiana law (IC 34-31-5-5), an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT I HAVE READ THE FOREGOING PARAGRAPHS AND UNDERSTAND THE CONTENTS THEREOF.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Family Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

### MINORS:

The undersigned represents and warrants that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement and in consideration of FFI allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor. The undersigned agrees to defend, indemnify, and hold harmless FFI from and against any and all claims, demands, actions, expenses or liabilities (including any and all attorneys' fees and expenses) for any injury or damage arising from any breach of the undersigned's representations and warranties hereunder.

The undersigned declares under penalty of perjury under the laws of the State of Indiana, that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Minor: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

