

WAIVER & RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In consideration of my participation in the activity of Horseback Riding & Horse-related activities organized by Serenity Farm LLC, of 13850 30th St. N, Stillwater, Minnesota, 55082 or use of the property, facilities and services of Serenity Farm LLC, I, _____ of _____ (address), agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Serenity Farm LLC, or the employees, representatives or agents of Serenity Farm LLC.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks--known and unknown--associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Serenity Farm LLC or the employees, representatives or agents of Serenity Farm LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Serenity Farm LLC, whether caused by the fault of myself, my family, Serenity Farm LLC or other third parties. Pursuant to Minn. Stat. § 604.055, effective August 1, 2013, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence
3. **INDEMNIFICATION.** I agree to indemnify and defend Serenity Farm LLC or the employees, representatives or agents of Serenity Farm LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Serenity Farm LLC.
4. **FEES.** I agree to pay for all damages to the facilities of Serenity Farm LLC or the employees, representatives or agents of Serenity Farm LLC caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Minnesota law.

6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that Serenity Farm LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or against a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. **EMERGENCY CONTACT.** In case of an emergency, please call _____
(Relationship: _____) at _____ (Day) or
_____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____ Printed: _____

If signing for a minor (under age 18) please write name of minor(s) here: _____
