

Ponca Hills Farm
Release for Injuries from all Equestrian Activities
Nebraska Recreational Liability Act

For and in consideration of the usage of Ponca Hills Farm, LLC, & Mactier Farms, LLC, property, including but not limited to any of its trails, horse jumps, arena facilities and all other related equipment and property, I hereby release, acquit, and forever discharge and hold harmless Ponca Hills Farm, LLC, Mactier Farms, LLC, and all of its agents, contractors and employees, of any and all actions, suits, claims or demands for compensation for injuries or property damage resulting from equestrian activities or the use of equestrian facilities at Ponca Hills Farm. Further, I am familiar with the following warning and I hereby acknowledge that I have read the following warning and acknowledge that this warning is posted in the Ponca Hills Farm barn in a clearly visible location where horse professionals and instructors conduct their business, training and lessons. I have seen and read the following Nebraska Equine Liability Law Warning:

WARNING

Under Nebraska Law, 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, pursuant to section 25-21, 249 to 25-21,253.

Further, I understand that horse trails surrounding the Ponca Hills Farm, LLC, stables are available to use at the convenience of the owner of said trails, Mactier Farms, LLC, but that no funds which I pay for riding lessons or monthly board are compensation to Mactier Farms, LLC, for the use of said land and trails. Therefore, said land and trails are covered by the Nebraska Recreational Liability Act, wherein the owner of such land who permits usage without charge of such property for recreational purposes does not thereby (1) extend any assurance that the premises are safe for any purpose, (2) confer upon such persons the legal status of an invitee or licensee to whom a duty of care is owed, and (3) assume responsibility for or incur liability for any injury to person or property caused by and act or an omission of such person. Furthermore, I hereby acknowledge that Ponca Hills Farm, LLC, does not charge money in return for an invitation to enter or go upon the land and trails surrounding said stable area.

Further, I am hereby acknowledging by my signing that it is my responsibility to wear protective equipment as necessary for all related equestrian sports. In particular, I understand that Ponca Hills Farm strongly encourages all riders at all times and in all circumstances wear protective headgear while riding horses.

In addition, I hereby acknowledge that Ponca Hills Farm may provide storage space for my tack, including bridles, saddles, girths and all other necessary equipment that is used in equestrian sports. **However, I am aware that Ponca Hills Farm is not an insurer of any property claim or loss resulting from theft, damage or otherwise, resulting to any of said tack property. I am responsible for getting my own insurance.**

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I further state that I have carefully read the foregoing release and know the contents thereof and signed the same as my own free act. **Further, I have inspected said premises prior to performing equestrian activities and I am aware of the inherent risks and dangers of said sport.**

Signature of Rider (parent or guardian if under 19)

Date

Address

Phone

Emergency Contact

Phone

Email Address