

FULL RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Please Read Carefully Before Signing

I, _____ in consideration of my participation in a Northern New Mexico Horsemen’s Association (NNMHA) EVENT (EVENT includes a Trail Ride, a Clinic, or any other activity sponsored or cosponsored by NNMHA) on _____, and in order to induce NNMHA to accept my application to participate in the EVENT, I HEREBY FULLY RELEASE and AGREE TO INDEMNIFY and HOLD HARMLESS NNMHA, its members, officers, directors, agents, staff, employees, representatives, volunteers, owners of property on which EVENT occurs, and/or EVENT organizers (ALL PARTIES) of and from ANY AND ALL LIABILITY FOR INJURIES, DEATH or DAMAGES, to persons, equine or other property OF ANY NATURE WHATSOEVER that may arise from, or in connection with, my participation in any aspect of the EVENT, accepting any and all risks involved and waiving all rights of any kind that might otherwise exist.

Initial

The definition of EVENT shall include all related activities which include, but are not limited to, observing or participating in any activity that may take place before, during or after the EVENT such as, by way of example, but not limitation, horseback riding, driving or riding on any motorized vehicle (including any vehicle designed for off road), camping (including risks associated with camp or cooking fires). This instrument in its entirety shall not only cover the officially sponsored activities of the EVENT but shall protect ALL PARTIES with respect to all activities surrounding the EVENT.

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In addition, I hereby release ALL PARTIES from any damages EVEN IF CAUSED BY THE NEGLIGENCE OF ALL PARTIES that may arise from injury to persons, equine or other personal property.

Initial

I recognize there are INHERENT RISKS to equines (which includes horses, mules, donkeys, ponies or hinnies) and INHERENT RISKS to people involved in the participation in, or observation of, equine activities. I am FULLY AWARE of the unpredictable nature of equine behavior and the propensity of an equine to act in a manner that is dangerous to people and/or other equines, including but not limited to the propensity to kick, bite, buck, stumble, fall, bolt, rear, trample or collide with other animals, objects or persons.

Initial

I further warrant that I have read, understand, agree with, and will adhere to all NNMHA Ridge Rider and/or Clinic rules. My Mount is desensitized to trail riding and obstacles, is experienced in trail riding and is suitable for the EVENT. I acknowledge that I have supplied my Mount’s tack, including the saddle and bridle, and that I am solely responsible for making sure it is safely secured and adjusted on my Mount, including making adjustments during the EVENT.

Initial

I recognize and acknowledge that there are additional and substantial risks inherent in the use of alcohol and drugs. I warrant that I have not immediately prior to, and will not during the EVENT, consume any alcohol or drugs other than medications prescribed by a physician or other health care provider which will not impair my ability to safely ride and control my Mount.

Initial

Knowing of the possible risks, dangers and rigors involved in equine activities and all other activities of the EVENT, I EXPRESSLY ACCEPT THESE RISKS, DANGERS AND INHERENT RISKS, and I ASSUME FULL RESPONSIBILITY FOR INJURY TO MY MOUNT, TO MYSELF AND/OR MEMBERS OF MY FAMILY or others who joined me, INCLUDING DEATH, and for loss or damages to any other person, their property and equine, as well as my own personal property.

Initial

I represent that my physical condition is adequate to participate safely in all activities of the EVENT and that no physician or other qualified health care provider has advised me against participating in any such activities. I acknowledge that the EVENT may take place at high altitude in remote and rugged terrain in bad weather, and that any trail party can become lost for a period of time in adverse conditions.

Initial

I further covenant that I will not sue any one among ALL PARTIES for any injury, loss or damages that may result or in any way be connected to my having participated in the EVENT. I will defend, indemnify and hold harmless ALL PARTIES against all actions, claims, demands and liabilities (including court costs and attorney fees) related to any injury, death, damages, or property damage resulting from or arising out of my participation in an EVENT.

Initial

I am familiar with the New Mexico Equine Liability Act and have been provided with a copy of the Act if I requested it. I understand the risks of equine activities and accept the limitations on liability set forth herein. I agree this RELEASE AND INDEMNITY AGREEMENT shall be governed by, and construed under, the laws of New Mexico, without regard to conflicts of law principles and without regard to the place of any actual accident or injury. This instrument shall be binding upon my heirs, personal representatives, and assigns.

Initial

I give consent to having photographs or video taken at this EVENT that may be used in publication or other communications related to NNMHA's mission.

Initial

I acknowledge that wearing a helmet while engaging in equine activities might help prevent serious injury or death, and I take full responsibility for my decision concerning whether I wear a helmet.

Initial

I agree to follow all state and federal guidelines and mandates related to COVID or other infectious disease. I agree to hold ALL PARTIES harmless should I get COVID after an EVENT.

Initial

Participants in any NNMHA event must have basic horsemanship skills on the ground and in the saddle, and any equine must be healthy, sound and suitable for the activity planned. Decisions to ask a rider to withdraw from the activity will be made by the person in charge of the activity on behalf of NNMHA and will be final. If such action is taken, there will be NO refund of any monies paid by the participant.

Initial

State Law: According to Sections 42-13-4 of the New Mexico Equine Liability Act NMSA 1978 as amended: No person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities.

I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THIS INSTRUMENT IN ITS ENTIRETY AND I AM AT LEAST 18 YEARS OF AGE.

Signature

Date

Print Name, Address and Phone Number

Emergency Contact

Phone Number

Print Name of NNMHA Representative

Date

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Required for any participant who is under 18 years of age.

As a parent or guardian of _____, who is under 18, I realize that working with, being around, or riding horses can be particularly dangerous for a young person, especially one without a lot of experience.

Initial

I acknowledge that NNMHA recommends that my child (or the minor of whom I am guardian) wear a protective helmet while riding.

Initial By Parent or Guardian

I decline to have my child or minor of whom I am guardian wear a helmet.

Signature of parent or guardian _____

I agree that the **FULL RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** applies to said minor. In particular, I HEREBY FULLY RELEASE and AGREE TO INDEMNIFY and HOLD HARMLESS ALL PARTIES of and from ANY AND ALL LIABILITY FOR INJURIES, DEATH or DAMAGES, to said minor, equine or other property OF ANY NATURE WHATSOEVER that may arise from, or in connection with, my participation in any aspect of the EVENT, accepting any and all risks involved and waiving all rights of any kind that might otherwise exist.

Print Name and Address of Minor

Print Name, Address and Phone Number of Parent or Guardian

I am the PARENT or GUARDIAN of this person. (circle one)

Signature of Parent or Guardian

Date