



Horseback Riding and Related Activities
Hold Harmless Agreement and
Liability Release Form.

Joie de Vivre Farm, L.L.C.
211 Liberty Ave #212 Lafayette, LA 70508

Oakridge Ranch Group
423 Marilyn Drive, Lafayette, LA 70503

Valparaiso Farms
526 Begneaud Rd. Sunset, LA 70584

This form must be completed by and for each participant in horseback riding and related activities at

Valparaiso Farm, Joie de Vivre Farm, L.L.C. Oak Ridge Ranch Group, L.L.C.
(Michelle Austin)

Hereinafter know as "INSTRUCTOR", providing instruction at
Valparaiso Farm, Oak Ridge Ranch Group, LLC, and/or Joie de Vivre Farm, L.L.C. in Sunset, LA.
3298 Hwy 178. Sunset, LA 70584

**UNDER LOUISIANA LAW, A FARM ANIMAL ACTIVITY SPONSOR OR
FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR
THE DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY
RESULTING FROM THE INHERENT RISKS OF THE FARM ANIMAL
ACTIVITY, PURSUANT TO R.S. 9:2795.1**

Read Carefully Before Signing: Serious Injury May Result From Participation In This Activity.

INSTRUCTOR DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE - In consideration of signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding and riding instruction as a student at INSTRUCTOR, and that this student will either ride his/her own horse or lesson horse provided by INSTRUCTOR for instructional purpose, today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS- This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of INSTRUCTOR's physical location. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", shall herein refer to the above registered student rider and the parents or legal guardians thereof a minor.

C. ACTIVITY RISK CLASSIFICATION- I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

D. NATURE OF INSTRUCTOR'S SCHOOL HORSES - I UNDERSTAND THAT: INSTRUCTOR chooses its school horses for their calm dispositions and sound basic training as is required for STUDENT RIDERS, and INSTRUCTOR follows rigid safety program. Yet, no riding horse is a completely safe horse. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: Stopping short, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting, or Running from danger.

E. RIDER RESPONSIBILITY - I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I AGREE THAT THE RIDER SHALL BE RESPONSIBLE FOR HIS/HER SAFETY.

F. CONDITIONS OF NATURE - I UNDERSTAND THAT: INSTRUCTOR is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person.

G. SADDLE GIRTHS/NATURAL LOOSENING - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

H. ACCIDENT/MEDICAL INSURANCE - I AGREE THAT: Should Emergency or other medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.

I. PROTECTIVE HEADGEAR WARNING - I AGREE THAT: I have been fully warned INSTRUCTOR Requires Protective Headgear and advised by INSTRUCTOR that I MUST purchase and wear protective headgear (Equestrian or Bike helmet) and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and even prevent death from happening as a result of a fall or other occurrence. I realize that if I am over the age of 18 and I choose not to wear protective headgear when otherwise advised it is at my own risk hold no one accountable for my actions.

J. LIABILITY RELEASE- In consideration of INSTRUCTOR allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release INSTRUCTOR, it's owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to THIS INSTRUCTOR'S ordinary negligence; and I do further agree the except in the event of THIS INSTRUCTOR'S gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or, litigation, against INSTRUCTOR and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of INSTRUCTOR, to include while learning about riding, or while riding, handling, or otherwise being near horses owned by or in the care, custody and control of INSTRUCTOR. All Riders and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS: I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

SIGNATURE OF RIDER _____ Date _____

SIGNATURE OF PARENT _____ Date _____

(if rider is under 18)

Address: _____

Phone: _____

Emergency Contact: _____