***Resthaven Horse Rescue and EZ 2 SPOT***

***Hold Harmless and Indemnification Agreement – Adult***

This agreement is being entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (full date mm/dd/yy)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing Resthaven Horse Rescue and EZ 2 SPOT: Address: 6320 327th Way Cannon Falls, Minnesota

1. **Purpose of Agreement.** Visitor/Volunteer wishes to work around, with, or on horses and this property listed above. Resthaven and EZ 2 SPOT agrees to permit Visitor/Volunteer to enter the property for the purpose of work and/or recreation with the horses in exchange for the following agreement.
2. **Hold Harmless and Indemnification Agreement.**

2.1 **Stable rules.** Visitor/Volunteer agrees to follow carefully all posted stable rules and any other rules provided to Visitor/Volunteer regarding the use of this property.

2.2 **Safe riding and working attire.** Visitor/Volunteer agrees to wear heeled boots, long pants, long sleeved shirt and gloves designed for riding and/or working when on this property. When riding, an ASTM-certified safety helmet securely fastened under the chin must be worn along with the afore-mentioned clothing items. Visitor/Volunteer assumes the increased risk of injury or death associated with failure to wear the afore-mentioned protective attire. Visitor/Volunteer agrees and acknowledges that neither Resthaven or EZ 2 SPOT has the duty to provide safety attire for Visitor/Volunteer.

2.3 **Visitor/Volunteer Representation and Warranties.** Visitor/Volunteer makes each of the following representations and warranties on behalf of Visitor/Volunteer and their guardians, heirs, and assigns (collectively, the “Visitor/Volunteer Parties”)

**a.** Visitor/Volunteer has the requisite authority to enter into this agreement upon behalf themselves and of the Visitor/Volunteer Parties.

**b.** In the event that the Visitor/Volunteer is incapacitated at any time while on the property mentioned in this agreement, Visitor/Volunteer grants Resthaven Horse Rescue and/or EZ 2 SPOT owners and agents, employees, and contractors full authority to make all decisions on behalf of the Visitor/Volunteer, including medical care. Visitor/Volunteer agrees to hold such mentioned parties harmless for any and all injuries or death to Visitor/Volunteer that may result from such decisions.

**c.** Visitor/Volunteer represents that they do NOT have any physical or mental conditions that may prevent Visitor/Volunteer from safely participating in horse related activities.

**d.** Visitor/Volunteer represents that any and all horses that they may bring onto the property mentioned in this agreement have a current negative Coggins test and are current on all routine vaccines.

**e.** Visitor/Volunteer represents that to the best of their knowledge that any and all horses they may bring on the property mentioned in this agreement are free of contagious diseases or conditions.

**f.** Visitor/Volunteer represents that any and all horse they may bring onto the property mentioned in this agreement have no history of dangerous behavior, including but not limited to biting and kicking.

2.4 **Risk of Injury or Death to Visitor/Volunteer.** Visitor/Volunteer understands that horse related activities are inherently dangerous and expressly assumes the risks associated with visiting the property mentioned in this agreement. Visitor/Volunteer understands and acknowledges that horses are inherently unpredictable animals and that even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in a way that may injure any person (expressly acknowledging that this includes themselves, the Visitor/Volunteer). The property and building may contain defects. For example, footing at such a facility, including the arena, round pen, and pasture footing can contain holes, rocks, uneven portions or otherwise be unpredictable. Visitor/Volunteer expressly assumes all risks of engaging in horse related activities on the property mentioned in the address in this agreement., including the risk that the owner of the property EZ 2 SPOT and Resthaven Horse Rescue and/or their agents, guests, employees, family (collectively known as “Owner Parties”) may be negligent. Accordingly, Visitor/Volunteer agrees upon the behalf of the Visitor/Volunteer Parties not to sue the Owner Parties or otherwise make claims against such parties in connection with any injury or death.

2.5 **Risk of Loss or Injury to Horses.** Visitor/Volunteer understands and acknowledges that bringing horses onto any property, including the property mentioned in this agreement, is inherently risky. For example, in common areas, such as barns, arenas, tie racks, and wash racks, other horses may kick, bite, run or otherwise cause injury to Visitor/Volunteer and/or their horse(s). Visitor/Volunteer understands that their horses may catch a contagious disease from other horses on the property mentioned in this agreement. Farm machinery, traffic, or other hazards may spook any horse including but not limited to Visitor/Volunteer’s horse(s). In wet or cold weather, the grounds of the property (meaning entire property/grounds) mentioned in this agreement may contain holes, rocks, uneven portions or otherwise be slippery and/or unpredictable. Visitor/Volunteer expressly understands and acknowledges and assumes all risk of entering the property mentioned in this agreement and includes bringing horses onto the property mentioned in this agreement. Visitor/Volunteer understands and acknowledges that there is the risk that the owner may be negligent. Accordingly, Visitor/Volunteer agrees to hold the Owner Parties harmless for loss or injury to visitors and/or their horse(s).

2.6 **Trail riding Risks.** Visitor/Volunteer understands and acknowledges that riding horses outside of designated riding areas such as arenas and round pens (aka: “Trail Riding”), including but not limited to riding horses in an open pasture where other horses are loose, is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Visitor/Volunteer to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring the horse and/or rider. Visitor/Volunteer understands and acknowledges that Resthaven and/or EZ 2 SPOT (owners or representatives/ “Owner Parties”) do not inspect trails or paths on or off the property mentioned in this agreement and that “Owner Parties” make no warranty whatsoever regarding the safety of paths, trails or pastures. Visitor/Volunteer understands and acknowledges and expressly assumes all risks associated with Trail Riding, including the risk that the Owner Parties may be negligent.

2.7 **Property Damage.** Visitor/Volunteer agrees that Visitor/Volunteer will promptly pay for any damage that occurs on the property/address listed in this agreement that is caused by Visitor/Volunteer or any horse or any guest that Visitor/Volunteer brings onto the property listed in this agreement.

2.8 **Visitor/Volunteer’s Indemnification agreement.** Visitor/Volunteer agrees to defend, indemnify and hold the Owner Parties harmless against all claims, demands, and causes of action, including court costs and attorneys’ fees, directly or indirectly arising from any action or proceedings brought by or prosecuted for the benefit of any of the Visitor/Volunteer Parties or brought by others against the Owner Parties in connection with any horses or any people or any action or inaction taken by Visitor/Volunteer or their guests, family members, agents, employees, or contractors.

2.9 **Waiver of Unknown Claims.** Upon behalf of the Visitor/Volunteer Parties, Visitor/Volunteer expressly waives any rights that the Visitor/Volunteer Parties might otherwise have with regard to unknown claims. For the purpose of this section, “claims” shall include all actions, claims, and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this agreement.

3. **Entire Agreement.** This agreement contains the entire agreement between the Owner Parties and the Visitor/Volunteer Parties. Any modifications or additions MUST be in writing and signed by ALL parties involved with this agreement. No oral/verbal modifications will be considered part of this agreement unless and until it is put into writing and all parties sign it.

4. **Governing Law and Venue.** This agreement shall be governed by the laws of the state of MINNESOTA. The parties hereby agree that any legal action under the agreement must be brought in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Minnesota.

5. **Attorneys’ Fees and Other Expenses.** In any legal action brought in connection with this agreement, the prevailing party will be entitled to prompt payment of expenses incurred. Payment will be made to the prevailing party by the other party. For the purpose of this section, “expenses” will include the following costs actually incurred by the prevailing party: attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, postage, delivery service fees and all other disbursements.

6. **Severability.** If any provision of this agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible and be legal and enforceable.

**Visitor/Volunteer**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Owner Parties (Resthaven Horse Rescue and/or EZ 2 SPot**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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