



ALLAIRE COMMUNITY FARM, LLC
EQUINE/ANIMAL ACTIVITY RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS
AGREEMENT, AND PHOTOGRAPH RELEASE

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq.).**

I, the undersigned, in consideration of being permitted to participate in equine or animal activities at Allaire Community Farm, LLC (the "Farm" or "Company"), including but not limited to mounting, riding, walking, grooming, feeding, boarding, handling, or otherwise interacting with horses or other animals owned, boarded, or managed by the Farm, hereby agree as follows:

1. Acknowledgment and Assumption of Inherent Risks

I understand and acknowledge that equine and animal activities involve ****inherent risks**** that may result in serious injury, permanent disability, death, or property damage to me or others. These inherent risks include, but are not limited to:

- The propensity of an equine to behave in ways that may result in injury, harm, or death (e.g., bucking, rearing, biting, kicking, bolting, spooking, stumbling, flipping, or colliding);
- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, other animals, or weather/environmental conditions;
- Hazards such as surface or subsurface conditions, equipment failure, or collisions with objects, persons, or other animals;
- My own actions, negligence, inexperience, or failure to follow instructions; and
- Other risks associated with equine/animal interactions that are an ordinary part of such activities.

I knowingly and voluntarily assume all such inherent risks and agree that participation is at my own risk.

2. Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue Allaire Community Farm, LLC, its owners, officers, directors, shareholders, employees, agents, volunteers, instructors, equine

professionals, independent contractors, and anyone else directly or indirectly connected with the Farm (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury (including death), or expense that may be sustained by me or my property, whether caused by the ordinary negligence of the Released Parties or otherwise, while participating in any equine or animal activity at the Farm.

3. Hold Harmless and Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) brought by me, my heirs, assigns, or any third party arising from my participation in equine/animal activities, including claims alleging negligence by the Released Parties.

4. Equine Professional Assessment and Instructions

I represent that I have been assessed (or my minor child has been assessed) by the equine professional(s) involved, who have made reasonable efforts to determine my/my child's suitability and skill level for the activity. I agree to follow all instructions and rules provided. I release the equine professional(s) from liability for ordinary negligence related to assessment, instruction, or supervision.

5. Voluntary Participation I confirm that my/my child's participation is voluntary, and I have read this entire Agreement carefully. I sign it freely and intentionally, understanding it constitutes a waiver of legal rights, including the right to sue for ordinary negligence.

6. Severability and Governing Law

If any provision is held invalid or unenforceable, the remainder shall remain in full force. This Agreement is governed by New Jersey law.

Participant Information

Company: Allaire Community Farm, LLC

Participant/Student Name: _____

Participant/Student Age: _____ Date: _____

If Participant is under 18:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Phone: _____

Email: _____

Photograph and Publicity Release

The Farm occasionally takes photographs or videos of participants (children and/or adults) for use in publications, social media, website, promotional materials, or other Farm-related purposes, without compensation. Images may be used without identifying the individual by name.

****Yes****, I grant permission for the Farm to use photographs/videos of the Participant for these purposes.

****No****, I do ****not**** grant permission for the Farm to use photographs/videos of the Participant.

Parent/Guardian Initials (if applicable): _____

By signing below, I certify that I have read, fully understand, and agree to be bound by all terms of this Agreement.

Participant Signature (if 18+): _____ Date: _____

Parent/Guardian Signature (if under 18): _____ Date:
