



THOMAS POMPEI
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Three Star Instructor
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LIABILITY RELEASE

The following is a release of any liability that may arise from training or riding with Thomas Pompei or HP Natural Horsemanship herein after designated as “trainer”. At no time will Thomas Pompei or HP Natural Horsemanship, be held liable for any injury to horses, riders or other persons. Additionally, there shall be no liability on the part of Thomas Pompei or HP Natural Horsemanship for loss or damage to any property, equipment or personal items.

Signer understands there are risks in and around equine activities, and, that an equine activity sponsor and/or equine professional and/or manager is not liable for an injury to, or the death of, a rider, and/or a participant in equine activities resulting from the inherent risk of equine activities, and they participate in these activities of their own accord. Inherent risk of an equine activity means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- i) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine
- ii) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals
- iii) Hazards, including, but not limited to, surface or subsurface conditions
- iv) A collision with another equine, another animal, a person, or an object
- v) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Signer agrees to hold trainer and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of signer's use of or presence upon owners/trainers property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the trainer.

Signer agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not

extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Signer agrees to indemnify and defend trainer against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in and upon arise from signer's use of or presence upon the trainer's property and facilities.

Signer is to abide by all of trainer's rules and regulations, and rider is responsible for wearing protective gear, i.e. hard hat and boots. If signer is using signer's horse, the horse shall be free from infection, contagious or transmissible diseases. Trainer reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

This contract is non-assignable and non-transferable and is made and entered into the State of Ohio and Florida, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the signer (and signer's parent or guardian, if signer is a minor) sign this contract, it will then be binding, subject to the above terms and conditions. I have read and understand this release.

* Student Signature **required** Date

Parent or Guardian Date

* Student's Name Printed **required**: _____

* Student's Address **required**: _____

* City, State, Zip **required**: _____

Cell Phone: _____

Email: _____

Are you a current Savvy Club Member? _____

Whom do you want notified in case of emergency?

* Name **required** _____

* Phone Number **required** _____

_____ Check here if you do NOT want to be added to Tom's email newsletter