



UNBRIDLED HEALING

Instilling Confidence
in Horses & People

WAIVER OF UNBRIDLED HEALING LLC RELEASE OF LIABILITY, RELEASE OF NEGLIGENCE AND PARTICIPANT HOLD HARMLESS AGREEMENT

I, _____ (and my minor child
_____) (hereinafter the “Undersigned”) reside at (Street
Address)

_____, in (City) _____, (State, Zip) _____. In consideration
for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child
or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED
HEREBY: (Initial next to each as you have read them.)

_____ 1. Acknowledge that an equine may, without warning or any apparent cause, buck,
stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step
on a person’s feet, push or shove a person, saddles or bridles may loosen or break - all of which
may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or
any person within close proximity of a horse.

_____ 2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE
OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS
ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME
CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless
of their training or past performance.

_____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or
riding of the horse or being in close proximity to a horse or on the premises of the stable or the
failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment
and gear provided to me by UNBRIDLED HEALING LLC and its owners, managers,
employees, associates, teachers, sponsors and contractors, and further release them from any
liability or responsibility for accident, damage, injury, illness to the **Undersigned** or any horse
owned by the Undersigned or to any family member or spectator accompanying the Undersigned
while on the premises or in the presence of UNBRIDLED HEALING LLC.

. _____ 4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the UNBRIDLED
HEALING LLC and its owners, managers, employees, associates, teachers, sponsors and

contractors for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by UNBRIDLED HEALING LLC.

. _____5. Release UNBRIDLED HEALING LLC from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by UNBRIDLED HEALING LLC which resulted in loss, damage, injury or death.

_____6. INDEMNIFY, AND SAVE AND HOLD HARMLESS UNBRIDLED HEALING LLC from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being

1. **INHERENT RISKS:** I, _____, the **Undersigned** adult participant, or if a minor, the parent or guardian of minor participant, acknowledge and assume the inherent risks involved in riding and working around horses, that are both known and unknown, such as bodily injury or death from using, riding or being in close proximity to horses, among other risks such as acts of God, loose or running horses or other animals; mechanical, agricultural or construction failures or difficulties; climatic conditions or arena or facility conditions; or any other abnormal conditions or developments that affect a horse, rider, or equipment and property. I further acknowledge that a horse and/or rider can be permanently injured or killed in normal use or in competition and schooling.
2. **IN CONSIDERATION**, therefore for the privilege of riding and/or working around horses at UNBRIDLED HEALING LLC, located at 1220 east College Street, SLC, UT 84117, and operating out of 2100 west 11400 south, South Jordan, Utah, 84095 I, _____, do hereby agree to assume the risk of injury, hold harmless and indemnify UNBRIDLED HEALING LLC and its owners, managers, employees, associates, teachers, sponsors and contractors, and further release them from any liability or responsibility for accident, damage, injury, illness to the **Undersigned** or any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned while on the premises or in the presence of UNBRIDLED HEALING LLC: and I shall bring no claims, demands, actions and causes of action, and /or litigation against UNBRIDLED HEALING LLC for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of UNBRIDLED HEALING LLC, Including riding, handling, or other wise being near horses on the premises. I the **Undersigned** hereby release UNBRIDLED HEALING LLC from any duty of controlling any other participants, spectators, or animals.
3. **I the Undersigned** do hereby, and for my heirs, legal representatives, agents, successors-in-interest and assigns, expressly waive and relinquish all rights and benefits afforded by U.C.A. 1953 § 78B-4-201 - 203 (Title 78. Judicial Code. Part

III. Procedure. Chapter 27B.) Limitations on Liability for Equine and Livestock Activities or any other state laws which provides as follows:

“This Utah section states that it is presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. Thus, an equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. The section also requires an equine professional to give notice to participants of the limitation of liability, either by the posting of a sign or by the execution of a written release.”

By signing this document I _____, the undersigned understand and agree with said statute. I declare that I understand and acknowledge the significance and the consequences of such risk and liability stated by U.C.A. 1953 § 78B-4-201 - 203. I intend to waive and assume the risk of existing **AND UNKOWN** claims as of the date of signing this **AGREEMENT** and have been encouraged by UNBRIDLED HEALING LLC to consult independent legal counsel in relation to my waiver of rights under said Section.

4. **COSTS AND FEES:** I the Undersigned agree to hold UNBRIDLED HEALING LLC harmless from any claim resulting from personal or property damage or injury caused by my participation with horses or presence with UNBRIDLED HEALING LLC and agree to pay any legal fees and/or expenses incurred by UNBRIDLED HEALING LLC in defense of such claims. In the event of legal dispute, the parties agree to participate in mediations.

Any legal dispute between the parties shall be heard only by courts in Salt Lake County, Utah.

5. **SEVERABILITY:** The terms of this **AGREEMENT** are independent of each other if a court finds any

1. **SEVERABILITY:** The terms of this **AGREEMENT** are independent of each other; if a court finds any provisions of this Agreement contract invalid or unenforceable, such a finding shall not affect the validity of any other provision of the Agreement contract, which shall remain in full force and effect.
2. **USEF, USDF and UNBRIDLED HEALING LLC** encourages all riders to be familiar and act in compliance with industry standards, United States Equestrian Foundation (USEF) rules, and United States Dressage Federation (USDF). UNBRIDLED HEALING LLC recommends all participants wear an approved helmet in accordance with USEF guidelines, which can be found in a USEF handbook or at www.USEF.org.
3. By signing this document, I the Undersigned declare that I understand and warrant that this **AGREEMENT** is being voluntarily and intentionally signed, and that in signing this **AGREEMENT** I declare I am free of influence of drugs,

alcohol, and other modifying substance that would prevent my free and knowing consent to this agreement to release, hold harmless, and indemnification of UNBRIDLED HEALING LLC and its owners and managers. I am of sound mind and have had sufficient time and conditions to read the **AGREEMENT**, and have had the opportunity to ask questions regarding this agreement.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

I the Undersigned, or if a minor, the parent or guardian of minor participant, agree that I am personally responsible for my safety and actions while visiting **UNBRIDLED HEALING (UH)**. I agree to comply with all **UH** policies and rules, including but not limited to all **UH** policies, guidelines, signage, and instructions.

Because the **UH** is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue **UNBRIDLED HEALING LLC**, Alexis Bentley Jensen, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using **UH** facilities, or otherwise, while participating in any activity while in, on, or around the **UH** and/or while using any **UH** facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the **UH** facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using **UNBRIDLED HEALING LLC** facilities and equipment and interactive with **UNBRIDLED HEALING LLC** staff to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

I agree that this Waiver of Liability shall be governed by and construed in accordance with Utah law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision (s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Utah lifts all COVID-19 related mandates.

Printed name of participant or legal guardian: _____

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Rebecca Segaloff/Capstone Farm, allowing me or my child to ride or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Printed name of participant/Legal Guardian _____

Participant/legal guardian
Signature _____ Date _____

Your
Email _____

Your Phone # _____

Emergency Name & Phone Contact Number(s)

Relationship to Rider Medical Release I authorize UNBRIDLED HEALING LLC and its agents or operators to provide access to medical treatment at the nearest hospital if necessary.
Name and signature or rider (or parent or guardian)

Please note any health considerations or chronic conditions that must be taken into account if medical care is required.

Photography Release I allow my own/my child's picture and/or video to be taken and published to the UNBRIDLED HEALING LLC website/Facebook.
No names or personal information will be posted without obtaining further oral or written permission.
Signature _____
Print Name _____
Date _____

UNBRIDLED HEALING LLC Cancellation Policy requires 24 hours notice via text, e-mail, or phone call to cancel any scheduled lesson.
If a lesson is cancelled more than 24 hours prior, that lesson may be rescheduled within 4 weeks.
If the lesson is not taken within 4 weeks it is forfeited and no refund will be granted. If a lesson

is cancelled within the 24 hours prior to said lesson, the lesson must be paid for in full, and may not be rescheduled. No refund will be granted. If you are late to your lesson (arrive later than your assigned/agreed up lesson time), your overall lesson time will be shortened (shorter riding time and/or grooming time at the instructor's discretion), and your lesson will still end on time. If your instructor is running late, the time will be made up within the current lesson or a future lesson. If you are 20 minutes late or more to your lesson it is considered a "no show" and cannot be rescheduled or refunded.

Lesson Payment Policy Monthly Lesson Plans must be paid for before the first lesson of any particular month. In order to receive the discount associated with the Monthly Lesson Plan, a minimum of 4 lessons must be taken per month. If a lesson must be missed or cancelled, the 24-hour-notice policy applies (see above). Pay As You Go Lessons must be paid for before the lesson is taken. Late payments may be subject to a \$20 late fee, at the discretion of UNBRIDLED HEALING LLC.

Cash, Check, Venmo, PayPal are all acceptable forms of payment.

Name (print) _____

Signature _____

Date _____