

For Office Use Only:
Participant Name: _____
Horse Name: _____

MEMBER NO.: _____

**REUNION FARMS, LLC
REGISTRATION FORM, RELEASE OF LIABILITY
AND ASSUMPTION OF RISK FOR RIDING LESSONS, TRAIL RIDING,
AND OTHER EQUINE AND LIVESTOCK ACTIVITIES AT
REUNION FARMS, LLC**

Please print legibly and complete one form per person

Name: _____
Signature: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (Day): _____
Phone: (Evening): _____
Phone: (Cell Phone): _____
Fax: _____
Email: _____

REUNION FARMS, LLC, REUNION EQUINE AND LIVESTOCK ACTIVITY MANAGEMENT, LLC (“MANAGEMENT”), THEIR AFFILIATES, EMPLOYEES, AGENTS, VOLUNTEERS, MANAGEMENT’S BOARD AND/OR MEMBERS, AND ASSIGNS AND ANY OF REUNION FARMS, LLC CORPORATE PARTNERS AND/OR MANAGEMENT’S HOSTING OR SPONSORING RIDING LESSONS, TRAIL RIDES OR ANY OTHER EQUINE OR LIVESTOCK ACTIVITY ARE NEITHER THE INSURERS NOR THE GUARANTORS OF SAFETY OF ANY RIDING LESSON, TRAIL RIDE OR ANY OTHER EQUINE OR LIVESTOCK ACTIVITY YOU MAY UNDERTAKE AT REUNION FARMS LLC AND DO NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE SAFETY OF PARTICIPANTS, VOLUNTEERS, OR ANY OTHER PERSONS ENGAGED IN THE IMPLEMENTATION OF THE RIDING LESSON AND/OR TRAIL RIDE, THE INHERENT RISKS OF EQUINE AND/OR LIVESTOCK ACTIVITIES (INCLUDING INJURY OR DEATH), OR OF ANY THIRD PERSONS, INCLUDING SPECTATORS.

IMPORTANT, PLEASE READ CAREFULLY THIS ASSUMPTION OF RISK OF INJURY AND PROPERTY DAMAGE, AND RELEASE OF LIABILITY.

As a condition of participation in Riding Lessons and/or trail rides at Reunion Farms, LLC, or in any other equine and/or livestock activity at Reunion Farms, LLC, and in consideration of being allowed to participate, the Participant, together with his or her parents or guardian (if Participant is under the age of 18 years), acknowledges and agrees:

1. “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: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) hazards, including, but not limited to, surface or subsurface conditions; (d) a collision with another equine, another animal, a person, or an object; and (e) 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.
2. To obey all instructions of the Lesson Instructor, the Managers and all other rules which may be in effect at Reunion Farms, LLC for the Riding Lessons, trail rides, or for any other equine and/or livestock activity at Reunion Farms, LLC. Lesson Instructors and Managers at Reunion Farms, LLC, at their sole discretion, and at any time, may discontinue a Participant’s participation in a Riding Lesson or trail ride or in any other equine and/or livestock activity at Reunion Farms, LLC.
3. **TO ASSUME (A) THE INHERENT RISKS OF RIDING LESSONS, TRAIL RIDES, OR ANY OTHER EQUINE AND/OR LIVESTOCK ACTIVITY AT REUNION FARMS, LLC AND (B) THE RISK OF DEATH, SERIOUS INJURY AND/OR PROPERTY DAMAGE ARISING FROM KNOWN OR UNFORESEEABLE CAUSES, AND TO RELEASE, HOLD HARMLESS, ACQUIT DISCHARGE, DEFEND AND INDEMNIFY REUNION FARMS, LLC, REUNION EQUINE AND LIVESTOCK ACTIVITY MANAGEMENT, LLC (“MANAGEMENT”), MANAGEMENT’S BOARD AND/OR MEMBERS, AND THEIR OFFICERS, DIRECTORS, REPRESENTATIVES, VOLUNTEERS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, WHENEVER OR HOWEVER ARISING AS TO ANY ACTUAL OR ALLEGED INJURY, DEATH AND/OR PROPERTY DAMAGE, OCCURRING AS A RESULT OF PARTICIPATION IN THE RIDING LESSON, TRAIL RIDE, OR IN ANY OTHER EQUINE AND/OR LIVESTOCK ACTIVITY AT REUNION FARMS, LLC.**
4. Warrants and represents that he or she is adequately qualified and experienced to both (a) safely handle Participant’s horse in a manner to protect Participant and other Participants, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party riders and horses.

5. That it is his or her personal responsibility to ascertain the adequacy of training and experience of Participant, and to conduct himself or herself in a manner such as to make all equine and/or livestock activities at Reunion Farms, LLC, event safe and enjoyable for the undersigned, and all participants.

6. **WARNING:**

UNDER MISSISSIPPI LAW, AN EQUINE OR LIVESTOCK ACTIVITY SPONSOR OR AN EQUINE OR LIVESTOCK PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES OR LIVESTOCK SHOWS RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES OR LIVESTOCK SHOWS, PURSUANT TO THIS CHAPTER. MISS. CODE ANN. § 95-11-1, ET SEQ.

7. **DISPUTE RESOLUTION: BINDING ARBITRATION.** Any dispute, claim, or controversy in connection with or arising under this **ASSUMPTION OF RISK OF INJURY AND PROPERTY DAMAGE, AND RELEASE OF LIABILITY AGREEMENT**, its construction, existence, interpretation, validity, or any breach hereof, between the parties hereto related, in any way, to an event resulting in actual or alleged **INJURY, DEATH AND/OR PROPERTY DAMAGE, OCCURRING AS A RESULT OF PARTICIPATION IN THE RIDING LESSON, TRAIL RIDE, OR IN ANY OTHER EQUINE AND/OR LIVESTOCK ACTIVITY AT REUNION FARMS, LLC** or otherwise between the parties hereto related to the subject matter hereof, which cannot be amicably settled between the parties, shall be finally and exclusively resolved by arbitration under the Rules of Arbitration of the American Arbitration Association then prevailing. The parties agree that the dispute shall be resolved using one arbitrator unless the parties unanimously agree to a greater number of arbitrators. The arbitrator shall apportion the costs of the arbitration equally but may award or order reimbursement of legal fees and expenses in the manner deemed fair and equitable by the arbitrator. The arbitration proceedings shall be held in Madison County, Mississippi, U.S.A. and shall be subject to the terms of this Agreement, the intentions of the parties as stated herein, international commercial practice, and the governing law of this Agreement. The award in arbitration shall be final and binding, and judgment upon award may be entered in any court having jurisdiction or application may be made for judicial acceptance of the award and an order of enforcement. If it becomes necessary for either party to enforce an arbitral award by legal action or additional arbitration or judicial methods, the party against whom the award is ultimately enforced shall pay all reasonable costs and attorney's fees incurred by the party in enforcing the award. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OR CLASS TREATMENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF, PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL PRECLUDE A PARTY FROM SEEKING TO COMPEL ARBITRATION IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION.**

8. **ATTORNEY'S FEES AND COSTS.** If the parties hereto litigate or arbitrate any claim arising under or related to this **ASSUMPTION OF RISK OF INJURY AND PROPERTY DAMAGE, AND RELEASE OF LIABILITY AGREEMENT**, the losing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses. If less than the full amount of the monetary claim is awarded to the prevailing party, the claimant shall recover reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses, equal to the proportion of the amount awarded, to the amount demanded, and the complaining party shall pay the responding party's reasonable attorneys' fees (but not contingent fees), including expert or other litigation expenses, equal to the proportion of the amount denied, to the amount demanded.

PARTICIPANT HEREBY AFFIRMS THAT HE OR SHE HAS CAREFULLY READ AND UNDERSTANDS THE FOREGOING RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND THAT REUNION FARMS, LLC, REUNION EQUINE AND LIVESTOCK ACTIVITY MANAGEMENT, LLC ("MANAGEMENT"), MANAGEMENT'S BOARD AND/OR MEMBERS, , AND THE OTHER BENEFICIARIES OF THIS RELEASE ARE RELYING ON THIS RECITATION AS A CONDITION OF ALLOWING PARTICIPATION IN ANY RIDING LESSON, TRAIL RIDE, OR ANY OTHER EQUINE AND/OR LIVESTOCK ACTIVITY AT REUNION FARMS, LLC AND ON PARTICIPANT'S SIGNATURE AS AFFIRMING THIS UNDERSTANDING.

SIGNED THIS ____ DAY OF ____ 20__

PARTICIPANT SIGNATURE

FOR PARENTS OF MINOR AGE PARTICIPANT

This is to certify that I, as a parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release and assumption of risk as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Reunion Farms, LLC, Reunion Equine and Livestock Activity Management, LLC, Management's Board and/or Members, , and the above releasees from any and all liabilities incident to my minor child's involvement or participation in Riding Lessons, Trail Rides, or any other equine and/or livestock activity at Reunion Farms, LLC, as provided above.

PARENT/GUARDIAN SIGNATURE