

LA MESITA RANCH - INVICTA FARMS, INC

LESSON, HORSE RENTAL AND ARENA USE LIABILITY RELEASE

This Lesson, Horse Rental and Arena Use Liability release ("Liability Release") is made and entered into on this day, the _____ of _____, 20_____, by and between INVICTA FARMS, INC., ("INVICTA FARMS"), and _____ ("Rider"), or, if Rider is a minor, Rider's parent or legal guardian,

WARNING: All activities involving horses, donkeys, mules or ponies have inherent risks for participants. New Mexico State Law protects operators, owners, trainers, promoters and others from liability for injuries which are the result of an equine, animal's behavior. **USE THESE FACILITIES AND/OR RIDE AT YOUR OWN RISK.**

HELMET WARNING: All riders must wear an appropriate ASTM/SEI certified safety helmet specifically designed for equine activities, INVICTA FARMS and LA MESITA RANCH shall not be held liable for any injury to or death of any rider or participant in equine activities failing to wear proper protective head gear.

In return for the use today, and on all future days, of property, facilities, and services of INVICTA FARMS and/or LA MESITA RANCH, the Rider and/or his/her parent nor legal guardian, his/her/their herein, assigns, legal representatives and successor in interest, hereby expressly agrees to the following:

I. **General Release and Assumption of Risk.**

- a. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING OUT OF RIDER'S USE OF OR PRESENCE UPON THE REAL AND/OR PERSONAL PROPERTY AND/OR FACILITIES OF INVICTA FARMS AND/OR LA MESITA RANCH, including, but not limited to: the risks of death, bodily injury, property damage falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical or veterinary care, and/or the negligence or deliberate act of another person or persons.
- b. Rider understands and acknowledges that there are risks in and around equine activities, and that an equine activity sponsor, professional, or facility is not liable for an injury to, or the death of, a rider and/or participant in equine activities. Rider acknowledges that horses, ponies and other equines are, by their very nature, unpredictable and subject to animal whim, which may result in behavior including, but not limited to kicking, biting, shying, bucking, rearing, stumbling, bolting, or generally behaving in an unpredictable manner. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom.
- c. Rider agrees to assume any and all risks involved in or arising out of Rider's use of any equipment, horses or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena, roads or trails on the premises of LA MESITA RANCH for the purposes of hacking horses or taking riding lessons either on the premises of LA MESITA RANCH or lessons or horse show related activities given by INVICTA FARMS off premises of LA MESITA RANCH.
- d. Rider agrees to abide by and follow the rules and regulations of INVICTA FARMS and LA MESITA RANCH, which shall be posted and/or available from time to time.
- e. Rider further understands and acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor, and warrants that a full and fair disclosure of Rider's abilities has been made to INVICTA FARMS.

2. **Covenants Pertaining to the Pueblo of Pojoaque.**

- a. INVICTA FARMS and Rider acknowledge that the property on which INVICTA FARMS operates (referred to herein as LA MESITA RANCH) is tribal land owned by the Pueblo of Pojoaque, a federally recognized Indian tribe.
- b. INVICTA FARMS and Rider acknowledge and agree that the PUEBLO OF POJOAQUE, the PUEBLO OF POJOAQUE ENTERPRISE CORPORATION, BUFFALO THUNDER DEVELOPMENT AUTHORITY, HILTON WORLDWIDE, INC., HILTON MANAGEMENT, LLC., and all of their respective instrumentalities, shareholders, officers, directors, agents, contractors, trustees, employees, managers, affiliates, (hereinafter collectively referred to as the "PUEBLO") expressly do not waive their sovereign immunity from and with regard to any matter, including that pertaining to stable operations, boarding, training, and other equine related activities. INVICTA FARMS and Rider acknowledge and agree that the PUEBLO expressly does not consent to the imposition of any incidental, exemplary, consequential or punitive damages, or to any damages arising from claims of negligence, gross negligence, bad faith or intention conduct.
- c. INVICTA FARMS and Rider are solely liable for any and all harm or injury of any nature whatsoever to any person, to any horse, and/or to any personal property that occurs on or near LA MESITA RANCH, notwithstanding any fault or negligence of the PUEBLO.
- d. INVICTA FARMS and Rider release, defend, indemnify and hold harmless the PUEBLO from any and all harm or injury of any nature whatsoever to any person, to any horse and/or to any personal property that occurs on or near LA MESITA RANCH notwithstanding any fault or negligence whatsoever of the PUEBLO.

- e. INVICTA FARMS and Rider agree that this Liability Release shall be governed by and interpreted in accordance with the laws of the Pueblo of Pojoaque and other applicable law, including New Mexico Equine laws.
- f. INVICTA FARMS AND Rider agree that any dispute arising under this Liability Release shall be subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal
- g. INVICTA FARMS and Rider expressly consent to the personal and exclusive jurisdiction and venue of the Pueblo of Pojoaque Tribal Court and to acceptance of service of process by certified mail, sent to each respective party's most recently known address.

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

5. Miscellaneous.

- a. Rider is responsible for full and complete insurance coverage on his/her horse, personal property, and him or herself.
- b. In the event Rider is using Rider's own horse(s), or a horse(s) not owned by INVICTA FARMS, Rider warrants such horse shall be free from infections and contagious or transmittable diseases. INVICTA FARMS reserves the right, in its sole discretion, to refuse access or use of any horse at LA MESIT A RANCH if same does not appear to INVICTA FARMS to be in good health, or is deemed dangerous or undesirable.
- c. Any action or claim brought under the Liability Release shall be brought within one (1) year of the incident or action giving rise to said action or claim. Rider agrees that damages shall be limited to \$250.00 for property damage, actual expenses incurred, and a maximum of \$10,000.00 for non-consequential damages such as pain and suffering.
- d. Rider agrees to waive the protection afforded by any statute of law in any jurisdiction, whose purpose, substance 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 execution of the release.
- e. This Liability Release is non-assignable and non-transferable and is made and entered into in the State of New Mexico and shall be enforced and interpreted under the laws of the Pueblo of Pojoaque, and the State of New Mexico (including, but not limited to, New Mexico Equine law). When both parties sign this agreement, it will then be binding on both parties, subject to the above terms and conditions.

I HAVE READ AND UNDERSTOOD THIS RELEASE.

INVICTA FARMS, INC.

By: _____

RIDER

ADDRESS AND TELEPHONE NUMBER OF RIDER

(Rider's Signature)

(Rider's Printed Name)

RIDER'S PARENT OR GUARDIAN (If Rider is under 18)

EMAIL: _____

(Parent or Guardian's Signature)

PHONE: _____

(Parent or Guardian's Printed Name)

OTHER PHONE: _____

EMERGENCY CONTACT NO. _____