

Assumption of Risk, Release, Indemnity and Non-Disclosure Agreement

Name of Participant:	
Date of birth	
Address:	
City:	State:
Zip:	Country:
Email:	Phone:

I acknowledge that interacting with horses and/or related equipment (the „Activities“) are inherently dangerous activities that may result in damage to my property, bodily injury to me, and/or my death. I knowingly assume all risks (wether known or unknown, foreseeable or unforeseeable, or patent or latent) of participating in the Activities.

I relinquish, and release and discharge Equus-Training/Horse Agility Austria, it's directors, officers, agents, successors and assigns (collectively, „Equus-Training/Horse Agility Austria“) from any and all rights, claims, and actions that I now have or that I may have in future against Equus-Training/Horse Agility Austria relating in any way to my participating in the Activities. I understand that the consequence of such waiver is that I will not be able to make any claim against Equus-Training/Horse Agility Austria for damage I may suffer as a result of my participating in the Activities.

I agree to indemnify, defend and hold Equus-Training/Horse Agility Austria harmless from and against any and all losses, claims, damages, costs, expenses (including attorneys' fee and costs) and other liabilities incurred by Equus-Training/Horse Agility Austria in any way to my participating in the Activities.

This agreement shall be governed by and constructed in accordance with the laws of Austria, excluding any laws that direct the applications of another jurisdictions's laws. Any action with respect to this agreement must be brought in a state or federal court having jurisdiction over Austria. I hereby irrevocably submit to the jurisdiction of such courts. In any action or other proceeding relating to the Activities or this agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgement. Whenever possible, each provision of this agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such sprovision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this agreement. This agreement shall be binding upon my executors, heirs and assigns. No provision of this agreement may be amended, modified, supplemented, changed, waived, discharged or terminated unless Equus-Training/Horse Agility Austria consents thereto in writing.

In considerartion for my participating in the Activities, I agree to the terms and conditions of this agreement. I acknowledge that I have read this agreement and understand ist contents.

INITIALS:

I understand that I am not qualified to teach Monty Roberts' methods or commercially demonstrate them in any capacity and that I may not represent myself as a professional in Monty Roberts' methods. Neither shall I ever accept compensation of any form in exchange for training or training advice using the name Monty Roberts to promote any work upon. Any advertising for horse related services shall not include „Monty Roberts“ or „Join-Up®“. A violation of these Rules and Regulations may result in legal fines to the extent of the law of Santa Barbara County, California. To further clarify this paragraph the use of the name Monty Roberts is prohibited in all public formats, newspapers, magazines, television, radio or internet.

This agreement is subject to the laws of Vienna/Austria and venue and jurisdiction for any action hereunder shall be in a court or competent jurisdiction located in Vienna, Austria.

I, the undersigned, have read and understood the above paragraphs and agree to the terms and conditions outlined.

Print Name: _____

Signature: _____

Date: _____