

Equestrian Services Liability Release and Assumption of Risk For Lutherlyn

Registered Participant: _____ Age: _____ Date of Birth: _____

MEDICAL INSURANCE: I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred medical expenses.

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, above listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in the equestrian services provided by this stable.
- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This legal agreement shall be legally binding upon me the registered participant and the parents or legal guardians thereof if a minor and it shall be interpreted according to the laws of the state and county of this stable's location. This agreement is intended to be valid and binding at all times now and in the future when this stable permits me to enter this stables' property, be near any horse, when I receive instruction or guidance from its associates on or off this stable's property. The terms "HORSE" or "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY", shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
- C. **INHERENT RISKS / ASSUMPTION OF RISKS: I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning and integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result on injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar object, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal a person or object. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider fall from horse to ground it will generally be a distance of 3.5 to 5.5 feet and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on and become one unit of movement with another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around; changing direction and/or speed at will; shifting its weight; bucking. Rearing; kicking; biting; and/or running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this stable to list all possible risks for me.**
- D. **PROTECTIVE HEADGEAR: I/WE AGREE THAT:** I for myself and on behalf of my child and/or legal ward have been fully warned and advised by this stable that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences
- E. **LIABILITY RELEASE: I AGREE THAT:** In consideration of this stables allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, do agree to release, hold harmless, and discharge this stable, its owners, agents, employees, officers, directors, representative, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after collectively referred to as "associates"), or and from all claims, demands, causes of action and legal liability whether the same be known or unknown, anticipated or unanticipated, due to this stables and/or its associates ordinary negligence or legal liability; and I do further agree that except in the event of this stables gross negligence I shall not bring any claims, demands, legal actions and causes of action against this stable and its associates as stated in above clause for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child and/ or legal ward in relation to the premises and operations of this stable to include while riding, handling, or otherwise being near horses owned by me or owned by this stable or in the care, custody or control of this stable.

EACH PARTICIPANT AND PARENTS OR LEGAL GAURDIANS MUST SIGN BELOW AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned, represent that I/we have read and do understand the foregoing agreement, liability release, and assumption of risk agreement. I/we understand that by signing this document/we are giving up rights to sue today and in the future. I/we attest that all facts are true and accurate. I am signing this while of sounds mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants

SIGNATURE OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF PARENT, GUARDIAN: _____ DATE: _____

ADDRESS IN FULL: _____ HOME PHONE #: _____

EMERGENCY CONTACT: _____ PHONE NUMBER _____ RELATIONSHIP: _____