

## HORSE RIDING AGREEMENT AND RELEASE OF LIABILITY

(To be completed in full by and for each participant)

BETWEEN THE INDIVIDUAL NAMED BELOW AND AMELIA MAASS, and all employees, members, or contract labor are hereinafter known as "INSTRUCTOR" .

**REGISTRATION OF RIDER/PARTICIPANT AND AGREEMENT PURPOSE:** By signing this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof if a minor, (hereinafter known as RIDER), do hereby voluntarily request and agree to participate in horseback riding and/or riding instruction as a student of INSTRUCTOR.

STUDENT NAME: \_\_\_\_\_ AGE (if minor): \_\_\_\_\_

PARENT/LEGAL GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMERGENCY CONTACT #1 \_\_\_\_\_

EMERGENCY CONTACT #2: \_\_\_\_\_

Does the RIDER have any physical or mental limitations which may affect his/her ability to participate in any equine activity? YES NO

If YES, please describe: \_\_\_\_\_

### PLEASE READ CAREFULLY BEFORE SIGNING

#### WARNING

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

This Liability Release Agreement, hereinafter referred to as RELEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Amelia Maass, Riding Instructor, hereinafter referred to as "INSTRUCTOR" and the following named individual, hereinafter referred to as "RIDER" [in the case of a RIDER who is a minor, the parent or legal guardian thereof must co-sign this AGREEMENT], do hereby agree as follows:

**REGISTRATION OF RIDER AND AGREEMENT PURPOSE:** In consideration of INSTRUCTOR's permission to use INSTRUCTOR owned or leased facilities and/or horses, and the signing of this agreement, I the following individual hereinafter known as the "RIDER" [and RIDER's parent or legal guardian if RIDER is a minor], do hereby voluntarily request and agree to participate in today's equestrian related activity being held at and provided by INSTRUCTOR, and that RIDER will either ride his/her own horse, or trail/school horses provided by INSTRUCTOR for today's activities and on all future dates:

**AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This RELEASE and agreement shall be legally binding upon me the registered RIDER, RIDER's parent or guardian if RIDER is a minor, RIDER's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county in which INSTRUCTOR is physically located. Any disputes by the RIDER shall be litigated in and venue shall be the county in which INSTRUCTOR is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall refer to the above registered individual and the parents or legal guardian thereof if a minor, as a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

**ACTIVITY RISK CLASSIFICATION:** I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

**NATURE OF RIDING HORSES:** I UNDERSTAND THAT: INSTRUCTOR follows a rigid safety program, yet no horse is a completely safe horse. 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 falls from a horse to the ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal with a mind of its own (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, changing direction or speed, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

**PROTECTIVE HEADGEAR WARNING:** I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned by INSTRUCTOR that all horse handlers should purchase and wear properly fitted and secured protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, while

riding or being near horses and I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences. It is understood the headgear provided by INSTRUCTOR may not be a perfect fit and once provided, RIDER will be responsible for securing headgear at all times. RIDER agrees to abide by INSTRUCTOR'S policy stipulating that all persons wear secure headgear while mounted. In addition, the RIDER agrees to abide by the policy of INSTRUCTOR that stipulates that ANY PERSON JUMPING OBSTACLES ON HORSEBACK MUST WEAR PROTECTIVE HEADGEAR. INSTRUCTOR STRONGLY ADVISES THAT ALL PERSONS ON HORSEBACK AND NEAR HORSES WEAR PROTECTIVE HEADGEAR. RIDERS under 18 must be supervised by a family member, or designated adult, over 18 when jumping obstacles.

**RIDER RESPONSIBILITY: I UNDERSTAND THAT:** Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I understand that horseback riding is a rigorous activity, requiring both physical fitness and mental alertness at all times. I certify that I am in good health, and free from injury, illness, or other defect which might impair my ability to engage in this activity. I also understand that riding instruction requires that the instructor give direction in the form of commands, and while due deference should be given such commands; I realize that all my activities are voluntary, and I must utilize my own judgment in choosing whether to comply with suggested act. The instructor is entitled to my attentiveness and good efforts to cooperate, but does not expect or require total obedience, especially if compliance might cause injury or harm to myself, my horse, or any person, animal, or property. The RIDER shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. INSTRUCTOR advises pregnant women not to ride horses.

**CONDITIONS OF NATURE:** RIDER understand that INSTRUCTOR is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE, but not limited to: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; machinery or equipment noise and movement; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural man-made changes in landscape.

**INSPECTION OF PREMISES:** I UNDERSTAND THAT: RIDER has inspected INSTRUCTOR'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon INSTRUCTOR'S premises.

**CARRY-ON OBJECTS AND SHARP NOISES:** RIDER may not carry loose items while riding which may fall, blow away, flap in the wind or make sharp noises. Some examples include

but not limited to cell phone use, pagers or jewelry. There may not be sharp noises, screaming or yelling which may scare horses.

**SADDLE GIRTH/NATURAL LOOSENING:** Saddle girths (saddle fastener around horse's belly just behind front legs) may loosen during ride. IF a rider notices this he/she must dismount and tighten saddle or immediately alert someone who can so to avoid slippage of the saddle and a potential fall of the rider. The rider shall not again mount the horse until the saddle has been sufficiently tightened to avoid slippage.

**ACCIDENTAL AND PERSONAL LIABILITY INSURANCE:** I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse (owned or leased) cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages. In consideration for the instruction and activity provided, the RIDER or parent/guardian hereby covenants and agrees to provide health and accident insurance on RIDER participating in the horse activities. It is understood that said RIDER, parent/guardian, assumes full financial responsibility for any and all accidents, harm, or injuries incurred while participating in activities with INSTRUCTOR. In the event of an accident, RIDER authorizes INSTRUCTOR to arrange for emergency medical treatment as needed.

**PHOTOGRAPHY/VIDEO RELEASE:** I DO \_\_\_\_\_ DO NOT \_\_\_\_\_ grant to INSTRUCTOR, its representatives and employees the right to take photographs/videos of me or my child (if under 18 years old) and my property in connection with INSTRUCTOR's activities. I authorize INSTRUCTOR, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that INSTRUCTOR may use such photographs/videos of me or my child (if under 18 years old) with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

**LIABILITY RELEASE:** I AGREE THAT: In consideration of INSTRUCTOR allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge INSTRUCTOR, its owners, agents, employees, representatives, officers, directors, assigns, members, owners of premises, affiliated organizations, insurers and others acting on INSTRUCTOR'S behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to INSTRUCTOR'S and/or its Associates' ordinary negligence; and I do further agree that except in the event of INSTRUCTOR'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against INSTRUCTOR and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of INSTRUCTOR, to include while riding, handling or otherwise being near horses owned by or in the care, custody, and control of INSTRUCTOR, whether on or off the premises of INSTRUCTOR. RIDER, RIDER'S parent or guardian if RIDER is a minor,

additionally grants INSTRUCTOR permission and all rights to use any photograph of RIDER, taken on INSTRUCTOR premises or at any INSTRUCTOR activity, in any INSTRUCTOR promotion or marketing effort.

**I UNDERSTAND THAT:** the INSTRUCTOR is relying on this waiver and release of liability, and that absent my signing this waiver and release of liability, (A) I would not be allowed to participate in classes, or to use, handle, or ride a horse while a student, or while engaged in any other activities whatsoever, with respect to INSTRUCTOR, and (B) If applicable, INSTRUCTOR and its manager would not enter into a boarding or lease contract with me.

**SIGNER STATEMENT OF AWARENESS**

**I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.**

SIGNATURE OF RIDER (Parent must sign for rider 17 & under):

\_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE OF PARENT, GUARDIAN:

\_\_\_\_\_ Date: \_\_\_\_\_

For : \_\_\_\_\_ Relationship: \_\_\_\_\_

SIGNATURE OF INSTRUCTOR:

\_\_\_\_\_ Date: \_\_\_\_\_