

WEST VIRGINIA NOTIFICATION AND WARNING

I /We:

- Acknowledge that equestrian and other equine-related activities are hazardous to participants, regardless of all feasible safety measures which can be taken.
- Acknowledge that I / We expressly assume the full risk of and full legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity.
- Acknowledge that I/ We have the sole individual responsibility for knowing the range of my / our own abilities to manage, care for, and control a particular horse or perform a particular equestrian activity.
- My / our own abilities, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman, and to refrain from acting in a manner which may cause or contribute to the injury of anyone.
- Agree that I / We accept full responsibility for a collision or fall and release the equine professional and equine activity sponsor from legal liability.
- Agree that if I / We are involved in an accident, I / We shall not depart from the area or facility where the equestrian activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance.

***The Participant and Parents or Legal Guardians (if participant is a minor)
must sign below after reading this entire document:***

Print Name of Participant

Signature of Participant (Spouses must sign for themselves.)

Date

Signature of Parent, Guardian and/or Spouse # 1

Date

Signature of Parent, Guardian and/or Spouse # 2

Date

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

STABLE / OPERATOR NAME, hereinafter known as "**THIS STABLE**".

Location or Address of **THIS STABLE**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and outfitter services provided by THIS STABLE.

PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (Check one that applies)
1. _____	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
6. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one)			
7. If you circled "YES", how can we help this participant with his / her special needs?			
8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance <u>shall pay</u> for <u>ALL</u> such incurred expenses.			
☛ My medical insurance company is _____ My policy number is _____ ☐ I do not carry medical insurance.			

WRITE INITIALS BELOW AFTER
READING EACH SECTION.
PARENTS or GUARDIANS MUST
☛ ALSO INITIAL.

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "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 an 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 in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, 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 an 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 falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 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 directions 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. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; 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 and man-made changes in landscape. 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 conditions for me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. **SADDLE GIRTH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING:** 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 F 1163 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 severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I / WE ACKNOWLEDGE THAT: Protective headgear / helmet provided by THIS STABLE may not be of perfect fit for the participant's head, and that once provided I / WE will be responsible for securing the headgear / helmet on the participant's head at all times. I am not relying on THIS STABLE and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. **PROTECTIVE HEADGEAR / HELMET POLICY**

THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY:

I understand and agree that THIS STABLE requires that all riders must wear ASTM Standard F 1163 Protective Headgear / Helmets.

I. **LIABILITY RELEASE** I AGREE THAT: In consideration of THIS STABLE 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 or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their 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 THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this 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 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, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

J. **EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

Each Participant and Parents or Legal Guardians 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 I / WE AM 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 SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1

DATE

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2

DATE

Address: In Full

Home Phone #

Bus. Phone #

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

PHONE NUMBER

**EQUINE RIDING and / or DRIVING and / or TRAINING INSTRUCTION AGREEMENT,
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

STABLE NAME, hereinafter known as "THIS STABLE."

Location or Address of THIS STABLE

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

- A. **REGISTRATION OF STUDENT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes.

STUDENT NAME (PLEASE PRINT NAME)	AGE (if under 18)	WEIGHT Over 240#?	HORSE HANDLING / RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
6. Does this student have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive and / or train a horse? Yes No (Circle One)			
7. If you circled "YES," how can we help this student with his / her special needs?			
8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company shall pay for ALL such incurred expenses. → My medical insurance company is _____ My policy number is _____ O I do not carry medical insurance.			

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be near any horse, receive riding and / or driving and / or training instruction or guidance from its associates and / or when I ride and / or drive and / or train and / or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

- C. **INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an 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 in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, 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 an 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 falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities 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 directions 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. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; 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 and man-made changes in landscape. I also understand 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 conditions for me. The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon THIS STABLE'S premises.

- E. **SADDLE GIRTHS / NATURAL LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

- F. **PROTECTIVE HEADGEAR / HELMET WARNING** 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 F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

- G. **LIABILITY RELEASE** I / WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their 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 THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this 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 or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

- H. **EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

All Students and Parents or Legal Guardians must sign below after reading 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 I AM 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 SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF STUDENT (Spouses must sign for themselves.)		DATE	
SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1	DATE	SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2	DATE
Address In Full _____		Home Phone # _____ Bus. Phone # _____	
PERSON TO CONTACT IN CASE OF EMERGENCY		RELATIONSHIP TO STUDENT ()	PHONE NUMBER

EQUINE EVENT PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

For Individuals or Families of Adults and Their Legal Minor Age Children and / or Legal Wards

NAME OF EVENT, hereinafter referred to as "EVENT"

EVENT DATE(S) and YEAR

EVENT LOCATION (Street, City, Zip Code)

EVENT SPONSOR'S NAME, hereinafter known as "SPONSOR".

SPONSOR'S PHYSICAL LOCATION OR ADDRESS (Street, City, Zip Code)

READ CAREFULLY BEFORE SIGNING

- A. **AGREEMENT PURPOSE:** I / WE, the below listed individual(s), and the parent(s) or legal guardian(s) thereof if a minor, hereinafter referred to as the **PARTICIPANT(S)**, do hereby agree to attend and participate in the above named equine **EVENT** which is sponsored by the above named **SPONSOR**.
- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the **PARTICIPANT**, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of the **SPONSOR'S** physical location. This agreement is intended to be valid and binding at all times now and in the future when the **SPONSOR** permits me (directly or indirectly) to enter the **SPONSOR'S PROPERTY**, be on the **SPONSOR'S** property, be near any horse, receive instruction or guidance from its associates and / or when I ride, drive, and / or am near horses on or off of the **SPONSOR'S PROPERTY**. Any disputes by the **PARTICIPANT** shall be litigated in, and venue shall be the county in which the **SPONSOR** is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "**HORSE**" and "**EQUINE**" herein shall refer to all equine species. The terms "**I**", "**WE**", "**ME**", "**MY**" shall herein refer to the **PARTICIPANT(S)** and the parents or legal guardians thereof if a minor. The "**SPONSOR'S PROPERTY**" shall refer to any property the **SPONSOR** owns and / or occupies by loan, rental or lease agreement.
- C. **PERSONAL MEDICAL COSTS RESPONSIBILITY AND MEDICAL INSURANCE DISCLOSURE:** I / WE AGREE THAT: Should medical treatment be required for any **PARTICIPANT(S)** for whom I / WE am responsible, that I and / or my medical insurance shall pay for ALL such incurred expenses.
☒ My medical insurance company is _____ My policy number is _____ ☐ I do not carry medical insurance
- D. **PERSONAL RESPONSIBILITY AND LIABILITY INSURANCE:** I / WE AGREE THAT: I shall be responsible for my negligent acts and the negligent acts of my family members and / or legal wards and animals, and I do carry liability insurance protection for such occurrences now in force under:
(Check one that applies and provide your insurer's name and policy number).
☐ HOMEOWNER'S INSURANCE POLICY ☐ TENANT'S INSURANCE POLICY ☐ PERSONAL LIABILITY POLICY ☐ FARM OWNER'S POLICY
INSURANCE COMPANY NAME _____ POLICY NUMBER _____
- E. **INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an 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 in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, 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 an 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 falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities 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 directions 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 the **SPONSOR** to list all possible risks for me.
- F. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The **SPONSOR** is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; 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 and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the **SPONSOR** to list all possible conditions for me.

G. PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by the SPONSOR that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 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 severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: If I choose to wear the protective headgear / helmet that I will be responsible for obtaining it and properly securing the headgear / helmet on the PARTICIPANT'S head at all times. I am not relying on the SPONSOR and / or its associates to provide such headgear, and / or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. LIABILITY RELEASE: I / WE AGREE THAT: In consideration of the SPONSOR'S 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 or assigns, do agree to release, hold harmless, and discharge the SPONSOR, and their agents, employees, officers, directors, representatives, assigns, members, owners of premises, roadways, and trails, affiliated organizations, and Insurers, and others acting on their 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 the SPONSOR'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of the SPONSOR'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the SPONSOR and ITS ASSOCIATES as stated above in this 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 or legal ward in relation to the property, premises, and operations of the SPONSOR, to include while riding, handling, or otherwise being near horses owned by me or owned by other third parties, or owned by the SPONSOR, or in the care, custody and / or control of the SPONSOR, whether on or off the premises of the SPONSOR, but not limited to being on the SPONSOR'S premises.

G. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

All Legal Age EVENT PARTICIPANTS must sign below after reading this entire document. The Parents or Legal Guardians of minor PARTICIPANTS and of PARTICIPANTS who are under guardianship must sign below after reading 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, AND I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM 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 SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

All legal age EVENT PARTICIPANTS and / or parents and / or legal guardians must sign below:

1. Print Name _____	Signature _____	Date _____
2. Print Name _____	Signature _____	Date _____

Print Below: The names and ages of **all** minor children or legal ward EVENT PARTICIPANTS for which I / WE the above signed parents and / or legal guardians are legally responsible:

1. _____	Age _____
2. _____	Age _____
3. _____	Age _____
4. _____	Age _____
5. _____	Age _____

PARTICIPANT'S
Address In Full _____

Home Phone # _____ Bus. Phone # _____ Cell Phone# _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____

RELATIONSHIP TO PARTICIPANT _____

() _____
PHONE NUMBER