

**CONTRACT TO ASSUME RISK AND WAIVE LIABILITY, RELEASE, WAIVER, AND
INDEMNIFICATION FOR EQUINE-RELATED ACTIVITIES**

I, the undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns, while also acknowledging the inherent risk involved in riding and working around horses.

I, _____, represent that I am an adult signing on my own behalf or on behalf of my minor child named _____, and that I wish (or my child or children) to take riding/horsemanship instruction and participate in horseback riding lessons to be given by **Stephen and Kathleen Leatherman (hereinafter "MANAGERS/INSTRUCTORS")**.

I fully understand that horseback riding is a dangerous activity. I execute this *waiver of my rights to sue and I agree to assume all risks inherent in equine activities* and have notice of all risks inherent in equine activities including, but not limited to:

- (i) The propensity (instinct) of an equine (which is a fear/flight animal) to behave in dangerous ways and sometimes counterintuitive (unexpected) ways that may result in injury to the participant;
- (ii) the inability to predict an equine's reaction to sound, movements, objects, persons or animals; and
- (iii) the hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or development.

I wish to participate in these activities knowing they are dangerous. I understand that riding horses and working around horses in their stabled area or the property on which the lessons are held has inherent dangers, and that I or my minor child may be seriously injured or even killed in a horse related accident. Accidents can also happen that are non-horse related injuries while on premises of the riding lesson or instruction that is being given.

By the way of illustration, horse related accidents include, but are not limited to, being stepped on, kicked or otherwise struck by a horse, bitten, or a fall from a horse, etc. Non-horse related injuries (whether on or off the horse) while on premises of the riding lesson or instruction that is being given include getting caught on fencing, barbed wire, tripping, falling in a hole, etc.

The MANAGERS/INSTRUCTORS have represented to me that they will use reasonable care in the selection of horses they allow me or my minor child to ride, and in supervising my or my minor child's riding lessons. I understand that the MANAGERS/INSTRUCTORS cannot prevent accidents, and I do not expect them to do so. **I have been specifically advised that I or my minor child may fall from a horse in the natural course of riding in any of the sponsored activities of these riding lessons. If at anytime during a lesson I or my minor child becomes fearful to the point I wish to dismount, I or my minor child will so advise the MANAGERS/INSTRUCTORS.**

I hereby specifically **RELEASE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE, Stephen and Kathleen Leatherman, and their owners, agents, managers, instructors, successors, assigns and HOLD them completely HARMLESS and agree not hold them liable and RELEASE them from all liability whatsoever and AGREE NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses, including attorney's fees, which may arise out of participant's use of or presence upon MANAGERS'/INSTRUCTORS' property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.**

I agree to abide by all of the MANAGERS/INSTRUCTORS rules and regulations. _____ (initials)

I agree that it is my responsibility to carry full and complete insurance coverage on my personal property and on myself/ourselves (those who I have in attendance and are either riding or on premises during instruction and/or riding lessons.) _____ (initials)

I agree to list on this RELEASE, INDEMNIFY AND HOLD HARMLESS contract all of the names of each participant whether riding or observing while on premises. _____ (initials)

I agree this it is my responsibility to carry full and complete insurance coverage on my own horse if I use my own horse for riding instruction and or lessons. _____ (initials)

If participant is using his horse, the horse shall be free from infection, contagious or transmissible disease. MANAGERS/INSTRUCTORS reserve the right to refuse horse if not in proper health or deemed dangerous or undesirable. _____ (initials)

I hereby apply for permission to ride horses on this property as a student/participant. As a condition of such permission, I hereby represent to MANAGERS/INSTRUCTORS as follows:

1. I am aware that horseback riding is a dangerous activity that could result in serious injury or death. _____ (initials)
2. I understand that horses are unpredictable and potentially dangerous. _____ (initials)
3. I agree to assume all risk associated with horseback riding lessons and instruction and to absolve *Stephen and Kathleen Leatherman as Managers/Instructors* from any liability for injury to me or my property and all those I have with me. _____ (initials)
4. I have been offered the use of protective head gear or have been instructed to purchase head gear and bring with me to wear on premises (to wear at all times both on and off the horse) if I am under the age of 18 years of age. _____ (initials)
5. I agree to pay any losses incurred by *Stephen and Kathleen Leatherman as Managers/Instructors* for damages to the person or property of others caused by me while horseback riding. _____ (initials)
6. I am or am not (circle one) at least 18 years of age. _____ (initials)

I have read this contract, understand it completely, and execute it voluntarily with full knowledge of its consequences.

Date Printed Name & Signature of Participant

Date Printed Name & Signature of Parent/Legal Guardian (if participant under age 18)

Date Printed Name & Signature of Witness

List names of all participants and non-participants who are on the property whether for riding lessons or instruction or in attendance with participant:
