

# EQUINE RIDING and/or DRIVING and/or TRAINING INSTRUCTION and/or LESSONS and/or TRAIL RIDES AGREEMENT LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]

## The Riding Center Inc.

### READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

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.

1. Rider Name:	2. Age (8 and up for Trail Rides)	3. Beginner (under 10 hours)
4. Email:	5. Weight (limitations may apply)	Over 10 hours of Experience

INITIAL  
ALL  
↓

6. Does this student have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive or train a horse?

Yes No

7. If you checked "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. **MEDICAL INSURANCE COMPANY:** \_\_\_\_\_ **Policy #** \_\_\_\_\_  **No Medical Insurance**

**A. 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 on 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.

**B. INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT:** Risks, conditions, and dangers are inherent in (meaning 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 a animal to behave in ways that may result in injury, harm, death, or loss to persons around the animal; The unpredictability of a equine's reaction to sounds, sudden movement, unfamiliar objects, person, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision and/or confrontation with another equine, another animal, a human, or an object; The potential of an equine activity participant 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 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 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 survivor 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.

**C. 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.

**D. 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.

**E. PROTECTIVE HELMET / 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. THIS STABLE and / or its associates provide a SEI certified headgear / helmet for all horse riders.

**F. 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.

**G. EQUINE ACTIVITY LIABILITY ACT (745 ILCS 47 /) WARNING OR LANGUAGE:** This clause applies for operations located in IL and MO. 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. EQUINE ACTIVITY LIABILITY ACT WARNING:** "WARNING Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risk of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities."

#### 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

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2

DATE

ADDRESS IN FULL:

PHONE#

EMERGENCY CONTACT:

RELATIONSHIP:

PHONE#

**HORSE ACTIVITIES WARNING, RISK REDUCTION,  
AND ASSUMPTION OF RISK AGREEMENT**

**The Riding Center Inc.**

Name Of Entity Providing These Warnings [Hereinafter known as "THE PROVIDER"]

**8162 Red Ray Mine Rd Freeburg IL**

Address Of THE PROVIDER

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

INITIAL  
ALL



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.

**Rider Name:** \_\_\_\_\_

**A. AGREEMENT PURPOSE** I / We the undersigned recipient(s) of this form, and the parents and / or legal guardians thereof if a minor, are hereby provided with the warnings that follow concerning the inherent risks and risk reduction suggestions related to my / our involvement with horses and horse activities. I / WE understand that this form also contains an agreement that I / WE assume all the risks related to horse activities. I / WE acknowledge that these warnings and suggestions pertain only to some of the risks of and risk reduction suggestions for horse activities and that I / WE agree to assume others not stated in this form. I / WE are not relying on THE PROVIDER to list all possible risks for me

**B. DEFINITIONS** The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The term "PARTICIPANT" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground, and also to anyone who drives or is a passenger on a horse drawn vehicle and / or who otherwise comes near to such a vehicle and horse(s). The terms "I", "WE", "ME", "MY" shall herein refer to the recipient(s) of this form as stated on page 2 of this form and the parents and / or legal guardians thereof if a minor

**C. FOOT PROTECTION** I ACKNOWLEDGE THAT: PARTICIPANTS should wear firmly constructed, smooth-full-soled boots or shoes that cover the ankle and have at least 1 inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and / or at other times. Wearing soft socks provides additional protection against chafing and allows for easier removal of the foot from the boot.

**D. CLOTHING** I ACKNOWLEDGE THAT: PARTICIPANTS should wear ankle length, flexible stretch or moderately loose fitting pants to protect legs and to allow for speed and ease of movement. Riders should also consider wearing equestrian pants, breeches or jodhpurs which have leather (or similar material) inner knee / calf patches, or chaps, or other leggings that provide inner leg grip and enhanced stability in the saddle.

**E. TYING, WRAPPING, OR FASTENING PARTICIPANTS TO HORSES AND HORSE DRAWN VEHICLES** I ACKNOWLEDGE THAT: It is excessively dangerous to secure, tie, wrap, strap, or fasten any PARTICIPANT, rider, or passenger onto a horse or onto a horse drawn vehicle, or to a saddle, lead rope, lunge line, rein, or other tack or equipment that is attached to a horse, or a horse drawn vehicle.

**F. PROTECTING ARMS, HANDS AND FINGERS FROM INJURY OR LOSS WHEN TYING A HORSE:** I / WE ACKNOWLEDGE THAT: The PARTICIPANT should avoid putting fingers and / or hands and / or arms through, into or under the loops or wrapping or winding of a lead rope, lunge line, rein or other device when or while tying, trying to control, or otherwise handle a horse. Horses can become frightened and pull back without warning, and the speed, weight, strength, and the force of the movement can cause severe injury and harm to the body of the PARTICIPANT that may include the loss of a hand or finger or arm.

**G. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: 1. When approaching, mounting and riding horses, the PARTICIPANT 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, devices such as watches with alarm noises.) 2. When near or riding a horse, PARTICIPANT

**H. 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.

**I. PROTECTIVE HELMET / 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, must 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. THIS STABLE and / or its associates provide a SEI certified headgear / helmet for all horse riders.

**J. DOUBLE RIDING** I / WE ACKNOWLEDGE THAT: PARTICIPANTS / Riders are at increased risk of harm when riding double on one horse, that is, two riders on one horse. Therefore not allowed.

**K. CHILD AND ADULT SUPERVISION AROUND HORSES AND OTHER ANIMALS** I / WE ACKNOWLEDGE THAT:

1. Supervision of some persons may be important to their safety due to the inherent risks involved with being around large livestock such as horses, and other unpredictable animals. When at a premises where one is in close proximity to such animals, the following individuals should be under constant supervision and guidance of a parent, legal guardian, or other adult supervisor specifically appointed by the parent or guardian: **Children under 12 years of age; Children under legal age who lack seasoned experience with horses and other animals; and Any child with behavior problems and some persons of any age who are mentally and / or physically disabled.**

2. Before an adult, alone or with a child, approaches a horse or other animal that is owned by another party, he or she should seek the owner's or handler's permission and supervision.

**L. EQUINE ACTIVITY LIABILITY ACT (745 ILCS 47 /) WARNING OR LANGUAGE:** This clause applies for operations located in IL 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. **EQUINE ACTIVITY LIABILITY ACT WARNING:** "WARNING Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risk of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities."

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SIGNATURE OF STUDENT/ RIDER (Spouses must sign for themselves)

PRINT NAME OF RIDER

DATE

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #1

PRINT NAME

DATE