

HORSE RIDING INDEMNITY AND LIABILITY RELEASE FORM

HORSEBACK RIDING CAN BE DANGEROUS - SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

By this agreement made and entered on (date) _____ 20 _____

By and between (participate and parent/guardian, if minor) _____

Who resides at (participant address) _____
hereinafter referred to as "I" and J. LEIGH MICHAELS/SAMUEL W MICHAELS/FAMILY MEMBERS ETC..., hereinafter referred to as "INSTRUCTOR" of _____

It is hereby agreed to as follows:

1. HAZARDOUS ACTIVITY: I understand that horseback riding is a hazardous activity and that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand that these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward. _____ (Initial here)

2. RIDING HELMETS: I understand that I can better protect myself against head injuries by wearing protective equestrian head gear while mounting, riding, dismounting and being around horses. THE INSTRUCTOR will provide helmets to all riders free of charge. I accept full responsibility for the increased risk of injury if I decide not to wear a helmet or not to require my child or legal ward to wear a helmet. _____ (Initial here)

3. LIABILITY RELEASE: I understand that, except in the event of THE INSTRUCTORS wanton or willful negligence, I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding a horse provided by THE INSTRUCTOR. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge THE INSTRUCTOR and all of their officers and employees from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property. _____ (Initial here)

4. INDEMNITY: I agree to indemnify and pay any expenses, loss or damage that is incurred by THE INSTRUCTOR and all of their officers and employees arising out of my rental and riding, or my child or legal ward's use, rental and riding of a horse supplied by THE INSTRUCTOR. _____ (Initial here)

5. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD: In the knowledge that a parent by law can not waive the personal injury rights or other claims of a (their) minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify THE INSTRUCTOR and all of their officers and employees from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against THE INSTRUCTOR and all of their officers and employees for personal injuries suffered by said minor alleging negligent acts or acts of omissions by THE INSTRUCTOR and all of their officers and employees. _____ (Initial here).

I UNDERSTAND THAT THE OWNER OF THE PROPERTY(S), NOR THE INSTRUCTOR(S) HAVE ANY INSURANCE THAT WILL COVER INJURIES, INCIDENTS, DAMAGE, DEATH, ETC. THAT COULD OCCUR WHILE ON THE PROPERTY OR DURING A LESSON. AS A PARTICIPANT OR PARENT/GUARDIAN OF A PARTICIPANT, IT HAS BEEN EXPLAINED TO ME THAT I OR MY CHILD/WARD ARE PARTICIPATING AT MY OWN/THEIR OWN RISK. _____ (Initial here).

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ & UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM

PRINTED NAME OF PARTICIPANT AND IF MINOR, PRINTED NAME OF PARENT/GUARDIAN

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN IF UNDER 18 YEARS OLD

Date