

RELEASE DOCUMENT
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY
READ THIS DOCUMENT CAREFULLY

This is a binding and legal document and contract

A.) REGISTRATION OF RIDER AND AGREEMENT PURPOSE AND CONSIDERATION.

In consideration of my enrollment in the Dream On Curls Riding Center, INC and the Signing of this agreement, I, the following listed individual and the parents/legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities and events at **THIS STABLE. PARTICIPANT** shall ride a school horse provided by **THIS STABLE** for lesson purposes only and on all future dates. This agreement shall be legally binding upon the participant and the parents/legal guardians thereof if a minor, all heirs, estate, assigns, including minor children and personal representatives. It shall be interpreted according to the laws of the state and county of **THIS STABLE'S** physical location. Any disputes by the rider shall be litigated in and venue shall be in the county in which **THIS STABLE** is located.

B.) INFORMATION ABOUT THE RIDER:

Name: _____

Age: _____ DOB: _____

Address: _____

C.) DEFINITIONS:

The term "**THIS STABLE**" shall herein refer to Dream On Curls Riding Center, INC, its board of directors, Instructors, Volunteers and Employees. The term "**HORSEBACK RIDING**" or "**RIDING**" shall herein refer to riding or otherwise handling of horses whether from the ground or mounted. The term "**HORSE**" shall herein refer to all equine species. The terms "**PARTICIPANT**" and/or "**RIDER**" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "**I**", "**ME**", "**MY**", "**PARTICIPANT**" and "**RIDER**" shall herein refer to the above registered rider and the parents/legal guardians thereof if a minor.

D.) ACTIVITY RISK CLASSIFICATION, INHERENT RISKS AND NATURE OF THE HORSE WARNINGS:

Horseback riding is classified as a **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**. There are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at US Hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **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 is. If a rider falls from a horse to the ground it will generally be at a distance of 31/2 to 51/2 feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal - the human-tries to control and become on unit of movement with another much larger, stronger prey animal-the horse,

with each having a limited understanding of the other. If a horse is frightened to 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 directions or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from perceived danger.

E.) RIDER ACCEPTANCE OF RESPONSIBILITY:

PARTICIPANT AGREES that he/she has in some way satisfied him/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for **PARTICIPANT**. **THIS STABLE** is not responsible for any property damage, injury or loss of life uncured by or as a result of any horse(s) on this premises to **PARTICIPANT**. **PARTICIPANT IS AWARE OF THE RISKS AND DANGERS OF THIS ACTIVITY AND AGREES TO ACCEPT RESPONSIBILITY FOR ANY AND ALL INCIDENTS OCURRING DURING THIS ACTIVITY.**

F.) CONDITIONS OF NATURE:

THIS STABLE 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 manner. **SOME EXAMPLES ARE:** Thunder, lightening, rain and wind. Wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person; and irregular footing on an indoor and out door groomed or wild land which Is subject to constant change in condition due to weather, temperature and natural or man-made changes in landscape.

In consideration of taking lessons, riding horses, and using the facility at Dream On Curls Riding Center, INC/Top 0' The Hill Farm, I, individually, and/or as parent/guardian of the below named minor(s), do hereby consent to assume all risks in connection with such lessons/activities, horseback riding, and use of the facilities and agree to waive, release, and discharge Dream On Curls Riding Center, INC/Top 0' The Hill Farm, its officers, employees, and members, volunteers from any and all liability, claims, and actions whatsoever for damages or injury (including fatality) to me and/or said minor(s) by reason of such lessons, horseback riding, or use of facilities or otherwise. I further agree to indemnify and hold harmless Dream On Curls Riding Center,-INC/Top 0' The Hill farm against any loss or damage which it may sustain in consequence of my said use r said minor's use of the horses and facilities and no other agreement, either verbal or written, will in any manner affect this release, which shall be binding upon heirs, executors, and administrators of myself and/or said minor(s) listed herein.

The signature below is a knowing and voluntary signature affirmative act. I have read the release document and agree to its contents.

Signature: _____

Date: _____

Staff Witness of Signature: _____