

## HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

Thomases Equestrian, hereinafter known as "TE" located at 302 Pumpkin Lane, Clinton Corners, NY 12514

### PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. TE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on premises TE and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

RIDER NAME & AGE (if under 21): \_\_\_\_\_

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered RIDER, 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 Dutchess County, New York.

C. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. 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. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider.

D. CONDITIONS OF NATURE – TE 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 way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person.

F. INSPECTION OF PREMISES – RIDER has inspected TE facilities and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence.

G. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by TE that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

H. LIABILITY RELEASE – In consideration of TE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release TE its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to TE ordinary negligence; and I do further agree *that except in the event of TE gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against TE and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of TE to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of TE.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

#### SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

\_\_\_\_\_  
SIGNATURE OF RIDER (Parent must sign for rider 17 & under.)

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN for \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
PRINTED NAME OF PARENT, or GUARDIAN for \_\_\_\_\_  
(Please print)

Address in full: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_