

## Liability Release Form

This form must be complete by and for each participant in horseback riding and related activities associated with Sweet Hills Riding Stables or any employee of "Sweet Hills Riding Stables" hereinafter known as "S.H.". READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATION OF THIS ACTIVITY. "S.H." DOES NOT GUARANTEE YOUR SAFETY.

A- The rider listed below is participating in riding lessons with My SHINE Program, Inc. hereinafter known as SHINE and is signing this agreement for "S.H." for use of their horses and facility for the lessons.

Rider Name(Please Print)	Age	Height	Weight(not to exceed 220lbs)	Horse riding Exp
				<input type="checkbox"/> under 10hrs <input type="checkbox"/> over 10 hrs

B- AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS- This agreement shall be legally binding upon me the registered student with My SHINE Program, 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 of "S.H." physical location. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein after shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" herein after refers to the person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I, "me" and "my" shall herein refer to the above listed rider and the parents or legal guardians thereof if a minor.

C- ACTIVITY RISK OF CLASSIFICATION- I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious inherent risks always present in such activity despite all safety precautions. According to NEISS National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 46<sup>th</sup> among the activities of people relative to injuries that result in a stay at a U.S. Hospital. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D- NATURE OF PRIVATE/SCHOOL HORSES- I UNDERSTAND THAT: No riding 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 horse to ground it will generally be a distance from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator(human)tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened 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 direction or speed at will, shifting it weight, bucking rearing kicking, biting or running from danger.

E- RIDER RESPONSIBILITY- I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

F- CONDITIONS OF NATURE- I UNDERSTAND THAT: "S.H." in 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or site or sting a horse or person, Irregular footing on our-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made obstacles or changes in landscape.

G- SADDLE GIRTHS/NATURAL LOOSENING- I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during ride. If a rider notices this he/she must alert the riding instructor from "SHINE" as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal. It is the rider responsibility to make the girth is correctly fitted.

H- ACCIDENT/MEDICAL INSURANCE: I AGREE THAT: Should emergency or other medical treatment be required , I and/or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.

I- PROTECTIVE HEADGEAR WARNING- I AGREE THAT: I have been fully warned and advised by "S.H." and "SHINE" that I should purchase and wear protective headgear(an ASTM/SEI approved equestrian helmet) and do understand the at 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 occurrences. It is understood that approved protective headgear should be of perfect fit for each rider's head, and that once worn I/WE will be responsible for securing these helmet's on the rider's head at all times. If I do not have my own helmet, I will use one of the helmets provided by "SHINE" If you refuse to wear a helmet "SHINE" had the right to refuse to give you lessons.

J- LIABILITY RELEASE- In consideration of "S.H." allowing me to participate in this activity with "SHINE" at their facility, 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 "S.H.", its owners , agents, employees , officers, members, premises owners, and affiliated organizations from legal liability due to the "S.H." ordinary negligence; and I do further agree that except in the event of this "S.H." gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against "S.H." and Her ASSOCIATES as stated above in this clause, 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 "S.H.", to include while learning about riding , or while riding, handling , or otherwise being horses owned by or in the care, custody and control of "S.H.". All Riders and and Parents or Legal Gaurdians 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'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER	DATE	PRINT NAME OF RIDER
SIGNATURE OF PARENT/GUARDIAN (IF RIDER UNDER 18)	DATE	PRINT NAME OF PARENT/GUARDIAN
E-MAIL ADDRESS _____		
MAILING ADDRESS _____ TOWN _____		
HOME PHONE _____ CELL PHONE _____		