HORSEBACK RIDING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with all HORSEBACK RIDING and Related Activities.

I, _____ (residing at) _____

(city)_____ (state) _____ (zip)_____(phone)_____

(email)_____ (emergency contact)_____

do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from the activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors and representatives of River Willow Equestrian, StoneRidge Equestrian, Justin Dye, or Caroline Côté Including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, bull, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, sever and/or varied wind, temperature and all other weather conditions.
15. Attack by/or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

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Declaration of Fitness to Ride:

I hereby declare that I/my child are physically fit to ride. I/my child do not, and have not, suffered from any of the following conditions, which I understand may lead to dangerous situations with regard to other persons or myself/my child during riding activities. Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, resent back injury, arthritis and sever joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity that I /my child are not participating against medical advice or treatment. That I/my child have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I/my child feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the immediate vicinity. Please advise the instructor of any learning disabilities.

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Initial Here

This release shall be binding to the fullest extent permitted by the law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

By signing below, the participant (s) agree to all the policies, procedures, statements and are bound to all the verbiage under the sections of the Horseback riding Release Liability, Waiver of Claims. Express Assumption of Risk and Indemnity Agreement, Declaration of Fitness and Lesson policy and rates.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I (WE) FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I (WE) HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I (WE) SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have read the above Declarations, understand them, and agree to be bound by them.

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Signature of adult participant Name of adult participant (please print) Date

FOR PARTICIPANTS OF MINORITY AGE:

This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

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Signature of parent or legal Guardian Name of Parent or legal Guardian(print) Date