

# Horse Rental Agreement and Liability Release Form

This form must be completed by each participant. Please read carefully before signing. Serious injury may result from your participation in this activity. This stable does not guarantee your safety. In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire from this stable a horse, tack and equipment, personnel, and trail for the purpose of horseback riding today and on all or any future dates.

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_

Riding Experience:  Beginner (never ridden before)  Some Experience (less than 1 year riding)  Intermediate (over 1 year riding)

Does this rider have a physical or mental condition which may affect his/her safety and ability to ride a horse, of which we should be aware?

Yes  No If yes, how can we help this rider with special needs? \_\_\_\_\_

**AGREEMENT 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 the state and county of this stable's physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which this stable is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "horse" shall refer to all equine species. The term "horseback riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "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" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

**ACTIVITY RISK CLASSIFICATION** I understand that horseback riding is classified as a rugged adventure recreational sport activity, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

**NATURE OF STABLE HORSES** I understand that this stable chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and this stable follows a rigid risk reduction program. Yet, no horse is a completely safe horse, being larger, more powerful, and faster than a human. If a rider falls to from horse to ground, the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller weaker predator (human) tries to impose its will on a much larger stronger prey (horse) with a mind of its own, and each has a limited understanding of the other. If a horse is provoked or frightened, 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 suddenly, bucking, rearing, kicking, biting, or running from danger.

**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 remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. This stable advises pregnant women not to ride horses, unless permission is given under advice of her physician.

**CONDITIONS OR NATURE** I understand that 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 way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles which may walk, run, fly near, bite, or sting a horse or person; and irregular footing on out-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural or manmade changes in landscape.

**CARRY-ON OBJECTS AND SHARP NOISES** I understand that riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. Some examples are: cameras, hats not securely fastened under chin, toys, and purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

**SADDLE GIRTHS** I understand that saddle girths (saddle fasteners around the horse's belly) may loosen during a ride. If a rider notices this, he/she must alert the nearest stable employee as quickly as possible so action can be taken to avoid slipping of saddle and a potential fall from the animal.

**ACCIDENT/MEDICAL INSURANCE** I agree that, should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_.

**PROTECTIVE HEADGEAR** I agree that I, for myself and on behalf of my child and/or legal ward, have been offered a safety helmet by this stable and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some of the wearer's head injuries, and possibly prevent the wearer from death as the result of a fall and other occurrences. It is understood that stable-provided protective head gear may not be of perfect fit for each rider's head, and that once provided, I/we will be responsible for securing the helmet on this rider's head at all times. Mark the box below which describes your choice:

- Protective Headgear Acceptance: I/we request to wear protective headgear, which this stable provides.
- Protective Headgear Refusal: I/we refuse to wear any type of protective headgear and/or will provide my/our own. I/we accept full responsibility for my/our safety in this decision.

My initials that I have read and agree to this page: \_\_\_\_\_

Please continue to next page >

## Horse Rental Agreement and Liability Release Form (continued)

LIABILITY RELEASE I agree that in consideration of this stable allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge this stable, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this stable's and/or its associates' ordinary negligence; and I do further agree that, except in the even of this stable's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against this stable and its associates as stated above in this clause, for any economic or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of this stable, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of this stable, whether on or off the premises of this stable.

**All riders and parents or legal guardians must sign below after reading this document:**

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, AGE, AND WEIGHT ARE TRUE AND ACCURATE.

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Signature of Rider

Date

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Signature of Parents/Legal Guardians if Rider is a Minor

Date

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Printed Name of Rider

Full Address

City, State, Zip

Home Phone

Business Phone