



HARMONY STABLES
equine training center

Liability Release and Assumption of Risk Agreement

Any person riding, training or working around horses must read carefully and sign upon entering stable property.

MY NAME: _____
ADDRESS: _____

PHONE #: (_____) _____ - _____
 I'm a guest of: _____

Emergency Contact Info
 Name: _____
 Phone#: (_____) _____ - _____
 Relationship to participant: _____

Medical Insurance Info
 My medical insurance company is _____
 My policy number is _____

I do not carry medical insurance

Safety Questions
 Do you have any physical or mental condition(s), which may affect your safety and ability to handle, ride and / or train a horse?
Yes No (Circle One)
 If you circled "YES," how can we help with your special needs?

Check all that currently apply to this PARTICIPANT:

- AGE 18 or older Age 13-17 Age 6-12
- No previous horse experience
- 1-10 hours riding experience/training
- 10+ hours riding experience/training
- Over 240 lbs

PARTICIPANT AND AGREEMENT PURPOSE

I agree to the following agreement with Harmony Stables and Equine Training Center, LLC (hereinafter, "Stable"), as a condition for its allowing me, and/or my minor child identified above, to enter the Stable's property, be near horses, receive riding instruction at any location, and/or ride horses on, near, or off of the Stable's property. All parts of this agreement shall apply to me, and the children/legal wards listed above (collectively the "Participant"). This agreement is binding when Stable permits Participant (directly or indirectly) to enter its property, be near horses, receive riding instruction or guidance, and/or to ride horses (regardless of who owns them) on, near, or off of the Stable's property.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered PARTICIPANT, 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. This agreement is intended to be valid and binding at all times now and in the future when this Stable permits me (directly or indirectly) to enter Stable's property, be on Stable's property, be near any horse, receiving riding and/or training instruction or guidance and/or when I ride and/or train and/or am near horses on or off of Stable's property. Any disputes by the Participant shall be litigated in, and venue shall be the county in which Stable is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator(the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Stable to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE AGREE THAT: Stable is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements 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 or fly near, or bite or sting a horse or person; and irregular footing on groomed or natural land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others mentioned and not mentioned above. I am not relying on this Stable to list all possible conditions for me. The Participant and parent or legal guardian have inspected Stable's facilities and are satisfied that all premise conditions are reasonably safe for this Participant's intended purpose, usage and presence upon Stable's premises.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor, an attendant or a fellow rider of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the Participant to fall from the horse.

PROTECTIVE HEADGEAR / HELMET WARNING I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by Stable that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, **must be worn** while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on Stable and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company shall pay for ALL such incurred expenses.

PHOTO RELEASE I/WE RELEASE: all rights to photos taken of you or the above mentioned for future use by Stable, its owners, and/or staff in publications, videos, books, newsletters, promotional materials etc.

LIABILITY RELEASE I / WE AGREE THAT: In consideration of Stable allowing my participation in this activity, under the terms set forth herein, I, the Participant, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge Stable, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, 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 Stable's and / or its associates' ordinary negligence or legal liability; and I do further agree that except in the event of Stable's gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Stable and its associates as stated above in this clause, for any economic and noneconomic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of Stable, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by Stable, or in the care, custody or control of Stable, whether on or off the premises of Stable, but not limited to being on Stable's premises.

All Participants and/OR Legal Guardians* must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I/ WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature of Participant

Date

Signature of Legal Guardian* (required for anyone under 18)

Date

*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal."