

# EQUI-VENTURE EQUESTRIAN CENTRE

## LIABILITY RELEASE FORM AND/OR HORSE RENTAL AGREEMENT FOR INDIVIDUALS AND/OR STUDENTS

**This form must be completed by and for each participant**

EQUI- VENTURE EQUESTRIAN CENTRE,  
hereinafter known as "THIS STABLE" located at  
Gypsy Hill Stables 1444 Brown Rd. Westminster, MD 21158  
443-898-2772

**PLEASE READ CAREFULLY BEFORE SIGNING**  
**SERIOUS INJURY OR DEATH MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**  
**THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.**

**REGISTRATION OF RIDER AND AGREEMENT PURPOSE:** In consideration of the payment of a fee AND/OR by the signing of this agreement, I, the following listed individual, and the parent or legal guardian thereof if a minor, do hereby agree that as a guest and/or spectator, I become a willing participant in equestrian activities, AND/OR to hire from THIS STABLE a horse or pony, and/or tack and equipment, and/or instructor, and/or personnel, and/or arena, trail and/or any part of the riding facility for the purpose of horseback riding and/or taking riding lessons, and/or participating in, and/or being a spectator to, any event on or off THIS STABLE'S property today and on all future dates:

RIDER AND/OR PARTICIPANT NAME	AGE (IF UNDER 21)	WEIGHT (IF RIDING)	HORSE RIDING EXPERIENCE (CHECK ONE WHICH APPLIES)
_____	_____	_____	None _____
			Beginner (under 10 hrs) _____
			(over 10 hrs) _____
			Taken lessons in past _____

If the rider has taken lessons in the past, what level of riding was achieved? \_\_\_\_\_  
What discipline of riding? \_\_\_\_\_

Does this rider have physical or mental health problems which may affect his/her ability to ride a horse? \_\_\_Yes \_\_\_No  
If "yes" describe here: \_\_\_\_\_

**WRITE INITIALS AFTER READING EACH SECTION. PARENTS/GUARDIAN MUST ALSO INITIAL.**

**AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me (the registered rider), and the parents or legal guardian 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 THIS STABLE'S physical location. The term "HORSE" herein 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, or participates in or is a spectator of any activity or event of THIS STABLE whether actually held on THIS STABLE'S property or not. The term "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor. **INITIAL** \_\_\_\_\_

**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. I am not relying on THIS STABLE to list all possible risks to me. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries CAN BE severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. Some of these injuries CAN result in death or permanent paralysis. **INITIAL** \_\_\_\_\_

**NATURE OF STABLE HORSES:** I UNDERSTAND THAT: THIS STABLE chooses its rental and/or school horses for their calm disposition and sound basic training as is required for use as riding horses for novice and beginning riders, and THIS STABLE follows a rigid safety program. Yet, 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 the ground, it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on 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 or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from what it perceives as danger.

**INITIAL** \_\_\_\_\_

**RIDER RESPONSIBILITY:** I UNDERSTAND THAT: There are risks in and around equine activities, and, that an equine activity sponsor, equine professional, manager, stable personnel and/or instructor is not liable for an injury to, or the death of a rider, participant and/or spectator in equine activities resulting from the inherent risks of equine activities. THE RIDER and/or parent or legal guardian thereof if a minor, will read or read to a minor and follow all of THIS STABLE'S, manager's, instructor's or guide's and/or wrangler's written or verbal rules. I ALSO 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 aboard the moving animal. THE RIDER agrees to assume any and all risks involved in or arising from rider's use of or presence upon THIS STABLE'S, manager's and/or instructor's property and facilities including, without limitation but not limited to: the risks of death, bodily injury, property damage or loss, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I AGREE THAT THE RIDER SHALL BE RESPONSIBLE FOR HIS/HER OWN SAFETY. RIDER agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. I further agree to indemnify and defend THIS STABLE, manager, instructor, guide, wrangler and other stable personnel against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from the rider's and/or participant's use of or presence upon THIS STABLE'S property and facilities. **INITIAL** \_\_\_\_\_

**CONDITIONS OF 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 trip or fall, or act in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles: which may walk, run, or fly near, or bite or sting a horse or person: and irregular footing in arenas and on out-of-door ground or wild land which is subject to constant change in condition according to weather, temperature, and natural and man made changes in landscape.

**INITIAL** \_\_\_\_\_

**CARRY-ON OBJECTS AND SHARP OBJECTS:** 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, purses. Riders must not make sharp, loud noises, such as screaming or yelling which may scare a horse. **INITIAL** \_\_\_\_\_

**SADDLE GIRTHS- NATURAL LOOSENING:** I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a RIDER notices this, he/she must alert the nearest instructor, guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal. **INITIAL** \_\_\_\_\_

**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 \_\_\_\_\_.

**INITIAL** \_\_\_\_\_

**PROTECTIVE HEADGEAR/SAFETY VEST OFFERING:** I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent, or reduce severity of, some head injuries, and even prevent death happening as a result of a fall or other occurrence. It is understood that STABLE PROVIDED protective headgear (and/ or vest for jumping ) may not be a perfect fit for each rider, and that once provided I/we will be responsible for securing these items on this rider at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE PROVIDED protective headgear.

- PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES FOR NEW STUDENTS/RIDERS.
- PROTECTIVE HEADGEAR REFUSAL:** I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR PROVIDED BY THIS STABLE AND/OR WILL PROVIDE MY/OUR OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR THIS DECISION.
- PROTECTIVE HEADGEAR AND VESTS FOR STUDENTS AT THIS STABLE:** Approved protective headgear is to be worn by ALL students/riders at all times when around horses at THIS STABLE. Approved helmets and safety vests are to be worn by ANY rider jumping a horse whether a student or not at THIS STABLE. Each student/rider is required to provide his/her own protective vest and approved helmet. Helmets are required by the third riding lesson and vests are required by the third jumping lesson. ALL

students/riders are required to wear proper shoes/boots for riding and long pants suitable for riding at each lesson. This applies to adult student riders as well.

INITIAL \_\_\_\_\_

**RIDER RESPONSIBILITY IF PROVIDING OWN HORSE:** I AGREE THAT: Any accident involving my horse, injury to or death of my horse resulting from an injury or illness, is my responsibility and that I will be bound to ALL of the conditions of this agreement: including but not limited to the liability release. Also, I agree to follow all of THIS STABLE'S rules. I understand that if I hired an instructor and/or trainer to help me with my horse, that the techniques used by THIS STABLE'S instructor and/or trainer are of the opinion of that instructor and/or trainer. I agree to ultimately be responsible for my riding and control of my horse and the training of my horse. I agree that my horse is sound and free of infectious diseases. I also agree that if I and/or THIS STABLE'S instructor or trainer feel my horse is unsound or stressed then I will immediately discontinue with that session.

INITIAL \_\_\_\_\_

**LIABILITY RELEASE:** In consideration of this stable allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, managers, instructors, guides, wranglers, agents, employees, officers, members, premises owners, volunteers, and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, 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 or loss sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses by or in the care, custody and control of THIS STABLE. I feel that the possible benefits to myself, my minor child or legal ward of participation in equine activities or being around horses on or near THIS STABLE'S property are greater than the risk assumed.

INITIAL \_\_\_\_\_

**ALL RIDERS AND/OR PARENTS OR LEGAL GUARDIANS (IF APPLICABLE), 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 FURHTER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE & AGE ARE TRUE AND ACCURATE.

\_\_\_\_\_  
SIGNATURE OF RIDER (SPOUSE MUST SIGN FOR THEMSELVES)

\_\_\_\_\_  
DATE

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR NAME (PLEASE PRINT)  
SPOUSE #1

\_\_\_\_\_  
DATE

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR NAME (PLEASE PRINT)  
SPOUSE #2

\_\_\_\_\_  
DATE

ADDRESS IN FULL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOME PHONE \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

OTHER PHONE \_\_\_\_\_