

# Horsin' Around Natural Horsemanship

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## RIDING INSTRUCTION, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS INCLUDES A RELEASE OF NEGLIGENCE.

DEATH OR SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. INSTRUCTOR DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT OF PURPOSE: In consideration of the payment of a fee and signing of this agreement, I, the following individual listed as "Rider" and the parent or legal guardian thereof if a minor, do hereby *voluntarily request and agree to participate* in instruction as a riding student or camp participant of HORSIN' AROUND NATURAL HORSEMANSHIP and that this rider will, today and on all future dates, ride either his/her own horse or a horse provided by this instructor for instruction purpose. \_\_\_\_\_ (initial)

RIDER: \_\_\_\_\_ AGE: \_\_\_\_\_

PARENT/LEGAL GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CONTACT IN CASE OF EMERGENCY (NAME AND PHONE) \_\_\_\_\_

WEIGHT: \_\_\_\_\_

LIMITATIONS: Does the rider have any physical or mental health problems which may affect his/her ability to participate in any equine/outdoor activity? YES NO

If yes, please explain: \_\_\_\_\_

HORSE RIDING EXPERIENCE:

1. Have you had more than ten (10) hours of experience riding a horse? YES NO

2. Have you every received any formal riding instruction? YES NO

If yes, how long ago and with whom was the instruction?

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever had a bad experience or accident involving a horse? YES NO  
If yes, describe the incident(s)

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4. Are you nervous or uncomfortable around horses? YES NO  
If yes, describe specific situations that make you nervous

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5. Please rate your comfort level around horses... (1) very uncomfortable to (10) extremely confident.

1 2 3 4 5 6 7 8 9 10

**IF YOU ARE NERVOUS OR UNCOMFORTABLE AROUND HORSES, PLEASE INFORM YOUR INSTRUCTOR.**

B. AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS: This agreement shall be legally binding upon the Rider, and his or her parents/legal guardian, if applicable, and their heirs, estates, successors, and assigns including all minor children and personal representatives. The term "I", "me", "my" shall herein refer to all of the above persons. This agreement shall be interpreted according to the laws of the State of Missouri. The term "horse" herein shall refer to any equine animal as defined in Missouri Revised Statute, and particularly Section 537.325 or otherwise handling of horses, whether from the ground or mounted and any other equine activity as defined therein. 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 and any participant as defined in by said Statute, as well as any camp participant. \_\_\_\_\_ (initial)

C. ACTIVITY RISK CLASSIFICATION: I understand that horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEIS (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. \_\_\_\_\_ (initial)

D. NATURE OF 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 the horse to the ground, it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (the human), tries to imposes its will on, and become one unit of movement with, another much larger and stronger prey animal (the horse) with a mind of its own, where each has a limited understanding of the other. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to, stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from danger. \_\_\_\_\_ (initial)

E. CONDITIONS OF NATURE: I understand that HORSIN' AROUND NATURAL HORSEMANSHIP 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, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, any animal species which may walk, run, fly near, bite or sting the rider or horse, irregular footing due to constant change in condition according to weather, temperature, natural, or man-made changes in landscape. \_\_\_\_\_ (initial)

F. CONDITIONS OF PREMISES: In consideration of being permitted to enter for any purposes any restricted area (herein defined as including, but not limited to, the arenas, barn, shed, walkways, pens, corrals, pastures, fields, training areas, equipment rooms, horse bathing area, classroom, private residence, and other areas appurtenant to any area where any activity relating to an equine activity shall take place), or being permitted to participate, in any way, in any equine/camp activity, I/we acknowledge, agree and represent that he/she has, or will immediately, on entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portion of restricted area or areas upon his/her participation. If any, in a camp/equine activity, the rider constitutes an acknowledgement that he/she finds and accepts the area as being safe and reasonably suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, *he/she is in, or around restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the instructor and will immediately leave the restricted area.* \_\_\_\_\_ (initial)

G. INHERENT RISKS OF EQUINE ACTIVITIES: In addition to the above, I am aware of and assume any and all inherent risks associated with equine activities and am mindful of the provisions of Section 537.325 as follows:

**WARNING: UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR  
THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF  
EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.**

Inherent risks include, but are not limited to: the equine's propensity to act in ways such as those described above in paragraph (D) that may result in injury, harm or death to persons on or around the equine; the equine's propensity to react in an unpredictable manner to things such as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and a PARTICIPANTS negligent actions which may contribute to his/her own injury or injury to others, such as failing to maintain control over the equine or not acting within said participants ability.

H. EQUIPMENT AND TACK: I understand that in consideration of being permitted to use the equipment/tack of HORSIN' AROUND NATURAL HORSEMANSHIP, I/we for myself and my personal representatives, heirs, distributes, guardians, legal representatives, next of kin, and assigns acknowledges, agrees and represent that he/she has, or will, immediately prior to using such equipment/tack, and will continuously thereafter inspect such equipment/tack, and does further warrant that his/her use of such equipment/tack constitutes an acknowledgment that he/she finds and accepts such equipment/tack as being safe and reasonably suited for the purposes of its use. *He/she further agrees that if at any time, he/she feels any equipment/tack are unsafe, he/she will immediately advise his/her instructor and will immediately cease using such equipment/tack or will immediately correct the condition which makes the equipment/tack unsafe.* For example, saddle girths (strap from the saddle that goes under the horse's belly) may loosen during riding. If a rider notices this, he/she must alert the instructor as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal. \_\_\_\_\_ (initial)

I. PROTECTIVE HEADGEAR WARNING: I agree that I have been fully warned and advised by HORSIN'AROUND NATURAL HORSEMANSHIP that I should wear protective headgear (equestrian riding helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence. I understand that if a rider is under the age of 18 that said rider must wear protective headgear. \_\_\_\_\_ (initial)

J. RIDER RESPONSIBILITY: I understand that 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 both around and aboard the moving animal. I agree that the rider shall be responsible for his/her own safety. \_\_\_\_\_ (initial)

K. ACCIDENTAL/MEDICAL INSURANCE: I agree that should medical treatment be required, I/my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is \_\_\_\_\_ (initial)

L. NEGLIGENCE AND LIABILITY RELEASE & INDEMNIFICATION: I agree that in consideration of HORSIN' AROUND NATURAL HORSEMANSHIP allowing my participation in any equine/outdoor activity, I, the rider and the parent/guardian thereof, if minor, hereby:

Release, waive, discharge, hold harmless and covenant not to demand, sue or otherwise claim from HORSIN' AROUND NATURAL HORSEMANSHIP its premises, owners, affiliated organizations, equine activity sponsors, equine professionals, lessors or operators of the equine facilities, equine owners or lessors, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability, costs and expenses whatsoever to me, including the undersigned, and his/her personal representatives, heirs, distributes, guardians, legal representatives, next of kin, and assigns, for any and all loss, damage, costs and expenses whatsoever and any claim or demands therefore on account of injury to the person or property or resulting in death of the Rider, WHETHER CAUSED BY THE NEGLIGENCE OF FAULT OF THE RELEASEES OR OTHERWISE, while the Rider is in or upon restricted areas, participating in any camp/equine activity, and/or in connection with the foregoing. \_\_\_\_\_ (initial)

Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, or cost that they might incur due to the presence of the Rider in or on the restricted area or in any way participating in any camp/equine activity and/or in connection with the foregoing, WHETHER CAUSED BY THE NEGLIGENCE OF FAULT OF THE RELEASEES OR OTHERWISE. \_\_\_\_\_ (initial)

Assumes full responsibility for and risk of bodily injury, death or property damage DUE TO THE NEGLIGENCE OR FAULT OF RELEASEES OR OTHERWISE, while in or on a restricted area, while participating in any equine activity and/or in connection with the foregoing. \_\_\_\_\_ (initial)

I, the rider \_\_\_\_\_ (initial), and the parent/guardian \_\_\_\_\_ (initial) thereof, if a minor, expressly acknowledges and agrees that equine activities are very dangerous and involve the risk of serious injury and/or death and/or property damage.

I, the rider \_\_\_\_\_ (initial), and the \_\_\_\_\_parent/guardian \_\_\_\_\_ (initial) thereof, if a minor, further expressly agrees that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Missouri, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

FOR THE AVOIDANCE OF DOUBT, I HEREBY ACKNOWLEDGE AND AGREE THAT THE FOREGOING PROVISIONS ARE INTENDED TO CONSTITUTE A WAIVER AND RELEASE OF MY RIGHTS AND RELEASEES' LIABILITY IN CONNECTION WITH ALL ACTIVITIES, INCLUDING WITH RESPECT TO ANY NEGLIGENCE OR FAULT, OR ALLEGED NEGLIGENCE OR FAULT, ON THE PART OF THE RELEASEES, EVEN IF RELEASEES KNEW OR SHOULD HAVE KNOWN OR WERE TOLD OF A POSSIBLE OR KNOWN RISK, CONDITION, OR CIRCUMSTANCE.

M. MISCELLANEOUS: If any provision of this Agreement is held to be unenforceable, then this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves, to the fullest extent, the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH.

**SIGNATORY'S STATEMENT OF AWARENESS**

I/WE THE RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. THE UNDERSIGNED FURTHER ATTEST THAT ALL FACTS RELATED TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE. IF ANY INFORMATION PROVIDED HEREIN CHANGES, THEN I/WE IMMEDIATELY NOTIFY HORSIN' AROUND NATURAL HORSEMANSHIP OF SUCH CHANGE IN WRITING.

All riders and parents/guardians must sign below after reading this entire document.

Signature of **rider** \_\_\_\_\_ Date \_\_\_\_\_

Signature of **parent/guardian** \_\_\_\_\_ Date \_\_\_\_\_