

# M&R RANCH-PERFORMANCE HORSES OF GEORGIA

## Riding Instruction/Participation Liability Waiver

This form must be completed by and for each individual who wishes to participate in mounted or dismounted activities at name of stable. Please read this form in its entirety before signing, as we cannot guarantee your safety, and serious injury can result from participation in equestrian activities.

Name of stable, name of instructor, and all employees, contract laborers and vendors are hereafter referred to as "THE STABLE."

**Name of Rider/Participant:** \_\_\_\_\_ **Age (if under 21)** \_\_\_\_\_

**Equine Experience:** \_\_\_\_\_

**Does the rider have any physical or mental health conditions which might affect his/her ability to participate in equine sports?** \_\_\_\_\_

**If yes, describe:** \_\_\_\_\_

\_\_\_\_\_

**How may THE STABLE assist you with any special needs?** \_\_\_\_\_

\_\_\_\_\_

**ACCIDENT/MEDICAL INSURANCE:** I agree that, in the event of an injury to THE RIDER/PARTICIPANT, my insurance or myself will be responsible for covering any associated costs.

**Health Insurance Provider:** \_\_\_\_\_

**Name of Insured:** \_\_\_\_\_

**Group Number:** \_\_\_\_\_

**Identification Number:** \_\_\_\_\_

### WARNING

**Under Georgia Law, an equine activity sponsor or 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 Chapter 12 of Title 4 of the Official Code of Georgia Annotated**

Either the individual (if over the age of 21) or parent/legal guardian of the minor child must initial each paragraph:

\_\_\_/\_\_\_ **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE.** In consideration of payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof If a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THE STABLE, and that this student will ride horses provided by THE STABLE, for instructional purposes, today and on all future dates.

\_\_\_/\_\_\_ **AGREEMENT SCOPE AND DEFINITIONS.** This agreement shall be legally binding upon me, the registered student, 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 and county of THE STABLE'S physical location. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides or handles a horse, mounted or otherwise, or comes near a horse from the ground. The terms "I", "ME" and "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

\_\_\_/\_\_\_ **ACTIVITY AND CLASSIFICATION.** I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank approximately 65<sup>th</sup> among the activities of people relative to injuries that result in a stay at United States hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

\_\_\_/\_\_\_ **NATURE OF THE STABLE'S LESSON HORSES.** I UNDERSTAND THAT: THE STABLE makes every effort to choose lesson horses with calm dispositions and to provide equipment that will ensure the safety of every student. However, there is no such thing as a completely safe horse, and as larger, more powerful animals, horses are capable of causing injury to humans. Falling from the back of a horse, for example, usually involves a distance of three to five feet. Horseback riding is the only sport in which one small prey animal attempts to impose his/her will upon a larger prey animal with neither one completely understanding the other. When horses are frightened or provoked, they occasionally deviate from their training and react according to natural survival instincts. These instincts may include, but are not limited to: stopping, changing directions, shifting weight, bucking, rearing, kicking, biting or running away.

\_\_\_/\_\_\_ **RIDER RESPONSIBILITY.** I UNDERSTAND THAT: When a RIDER mounts a horse, he/she assumes control and responsibility for the safety of him/herself as well as that of the horse. This includes an unborn child if the RIDER is pregnant. I agree that the RIDER will be responsible for his/her own safety, and that the RIDER will not ride while pregnant without consulting a physician.

\_\_\_/\_\_\_ **PROTECTIVE HEADGEAR.** I UNDERSTAND THAT: THE STABLE has advised me that pursuing mounted and non-mounted activities with horses can result in serious head injury, and that the best way to protect myself is by wearing protective headgear. The quality of the protect headgear is also important, and should comply with ASTM equestrian headgear requirements.

\_\_\_/\_\_\_ **LIABILITY RELEASE.** I AGREE THAT: In consideration of THE STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release THE STABLE, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, and insurers from legal liability due to THE STABLE'S ordinary negligence, and I do further agree that except in the event of THE STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THE STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THE STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THE STABLE.

To: **M&R RANCH - PERFORMANCE HORSES OF GEORGIA** and the Owner(s) of the "HORSE", their directors, officers, employees, representatives, agents, officials, business operators, equine owner(s), instructors, and site property owners (all of them hereinafter collectively called "**M&R Ranch- Performance Horses of Georgia**").

I am aware and understand that there are inherent DANGERS, HAZARDS, and RISKS (collectively called "RISKS") associated with Equine Activities. I acknowledge that these Inherent RISKS of Equine Activities mean those DANGEROUS conditions which are an integral part of Equine Activities, including but not limited to"

1. the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. the equine's response to certain hazards such as surface and subsurface objects;
4. collisions with other equines, animals, people, and objects;
5. the potential of any participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

I understand that injuries resulting from such RISKS are a common and ordinary occurrence associated with Equine Activities. I freely accept and fully assume all the RISKS and the possibility of personal injury, death, property damage, or loss from being a Participant. I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and to participate within my own limits.

In consideration of **M&R Ranch- Performance Horses of Georgia** permitting my participation in the ACTIVITY with the HORSE, I, together with my heirs, executors, administrators and assigns (collectively called LEGAL REPRESENTATIVES) agree as follows:

1. To waive all claims that I may have against **M&R RANCH – PERFORMANCE HORSES OF GEORGIA**; and,
2. To release **M&R RANCH - PERFORMANCE HORSES OF GEORGIA** from any and all liability for any loss, damages, injury, or expense, including attorney's fees and costs, that I or my LEGAL REPRESENTATIVES may suffer as a result of my participation in the ACTIVITY due to any cause whatsoever; and
3. To hold harmless and indemnify **M&R RANCH - PERFORMANCE HORSES OF GEORGIA** from any and all liability for any property damage, accident, injury, illness, or death to the Participant or to any third party or to any horse owned by the Undersigned resulting from my participation in the ACTIVITY on the premises of, or the surrounding area of **M&R RANCH - PERFORMANCE HORSES OF GEORGIA** during the course of its operation due to any alleged negligence of **M&R RANCH – PERFORMANCE HORSES OF GEORGIA**, its owners, agents, and employees; and
4. To the best of my ability to prevent and avoidance the custody or control of the HORSE by other person(s), and to refuse any person(s) to use or have access to the HORSE for the purpose of participating in the ACTIVITY.

