



2nd Chance Youth Ranch

Equine Riding Instruction and/or Training Instruction and/or Participation in Other Stable Activities Agreement, Liability Release and Assumption of Risk Agreement

Read carefully and complete all sections before signing.

PARTICIPANT:

First Name: _____ Last Name: _____ DOB: __/__/__

EMERGENCY CONTACT INFO:

First Name: _____ Last Name: _____

Phone Number: _____ Email: _____

Relationship to Participant: _____

Please check all that apply:

Age 18 or older Under age 18 Over 240 lbs. Under 10 hours riding experience
 Over 10 hours riding experience

SAFETY QUESTIONS

Does this PARTICIPANT have any physical or mental condition(s), which may affect his/her safety?
Yes No (Circle one)

If you circled "Yes", how can we help with their special needs? _____

Does this PARTICIPANT have any allergies of any kind, including food allergies, environment, and/or animal allergies?
Yes No (Circle One)

If you circled "Yes", what are those allergies? _____

What special requests should we be aware of? We will accommodate special needs as we are able.

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE

I/WE, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all STABLE activities including horse riding as a student of THIS STABLE, and that if I ride a horse provided by THIS STABLE, I will do so for instruction purposes.

I/WE ACKNOWLEDGE THAT: this agreement applies to and shall be signed by any and all persons who are on THIS STABLE'S property for any reason, including but not limited to, programs, sessions, special events, tours, meetings, visiting staff or occupants, waiting for a registered attendee; and any accompanying children; and all volunteers and staff shall sign this liability release form.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

I/WE ACKNOWLEDGE THAT: 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 country of THIS STABLE'S physical location. This agreement is intended to be a valid and binding at all times now and in the future when THIS STABLE and/or owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herin after, collectively referred to as "ASSOCIATES", permit me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receiving riding and/or training instruction or guidance from THIS STABLE, and/or ITS ASSOCIATES, and/or when I ride and/or train and/or am near horses, or any other animal, resident or visiting, on or off of THIS STABLES'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and including as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is rendered null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herin refer to the above registered participant and the parents or legal guardians thereof if minor.

INHERENT RISKS/ASSUMPTION OF RISKS

I/WE ACKNOWLEDGE: 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 risks include, **Animals;** the unpredictability of an equine's reaction to sounds, sudden movements, 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 other person, including, but not limited to, failing to maintain control over an equine, and/or failing to act within the ability of the participant. Horses are 5-times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground, it will generally be a distance of 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training activities in which one much smaller, weaker, predator (the human) tires 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 horses) 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 weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. **I/WE ALSO ACKNOWLEDGE that these are just some of the risk and I/WE AGREE to assume others not mentioned above. I am not relying on THIS 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 ALSO ACKNOWLEDGE THAT: This 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 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 out-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape. **I/WE ALSO ACKNOWLEDGE THAT:** these are just some of the risks and I/WE AGREE to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The PARTICIPANT, and parent or legal guardian if a minor, have inspected THIS STABLE'S premises.

SADDLE GIRTH/NATURAL LOOSENING

I/WE ACKNOWLEDGE THAT: Saddle girths (Fastener straps around the horse's belly) may loosen during riding. Participants must alert the instructor or attendant 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/or I on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and **I/WE ACKNOWLEDGE THAT:** the wearing of such headgear/helmet at all 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 THIS 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.**

EQUINE/ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE

I/WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as it fully set herein. **INSTRUCTION TO SIGNER: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

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 ourselves or the above mentioned parties, for future use by THIS STABLE, its staff, founders, and/or Board of Directors in publications, videos, books, newsletters, and other media.

SAFETY AGREEMENT

I/WE AGREE THAT: I shall stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings including, but not limited to, housing facilities or bunk houses, while waiting for horse-related or other activities, or while waiting for another participant. **I/WE ACKNOWLEDGE THAT:** THIS STABLE’S premises may contain other animals, including but not limited to, donated animals, rescued animals, dogs, barn cats, as well as wildlife. There will be visiting programs and special events where other animals could be on, or near, THIS STABLE’S premises. **I/WE AGREE THAT:** There is absolutely no smoking except in marked and designated areas. There is absolutely no drugs or alcohol allowed on THIS STABLE’S premises. **There is a zero-tolerance policy on these matters. Any person found breaking this policy will be asked to leave THIS STABLE’S premises and may not return except by written permission of an authorized representative of THIS STABLE.**

LIABILITY RELEASE

I/WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth therein, I, THE PARTICIPANT, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE and/or ITS 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 gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions, an causes of action, against THIS STABLE and/or ITS ASSOCIATES as stated above in this clause, for any economic and non-economic 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 THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS 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 I AM NOT SUFFERING FROM SHOCK, OR UNDE3R THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Signature of PARTICIPANT (required for anyone 13 and over)

Date

Signature of LEGAL GUARDIAN* (required for anyone under 13)

Date

*Legal guardian 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".

FAMILY CONTACT INFORMATION

Though **each family member** visiting THIS STABLE will need a separate signed release form, please complete this section just once per family if all members reside at the same address. If family members live at separate locations, please fill out ONE PER RESIDENCE. Thank you!

Mailing Address: _____ City: _____ State: ____ Zip: _____

Family Members' Name	DOB	Adult (place 'x' under)	Youth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____