

LIABILITY RELEASE FORM FOR INDIVIDUALS

This form must be completed by and for each participant.

READ THIS FORM CAREFULLY BEFORE SIGNING

**THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING
IN EQUINE ACTIVITIES.**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS
ACTIVITY.**

1. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE.** In consideration of the use of Owner's horse, tack and facility, and the signing of this agreement, I, _____, and the parent or legal guardians thereof, if a minor, do hereby voluntarily request and agree to participate in riding activity today and on all future dates.

2. **INHERENT RISKS OF EQUINE ACTIVITIES.** I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous, obvious and non-obvious, risks always present in such activity despite taking all safety precautions. Injuries from engaging in this activity *can be severe*, and may result in more lasting residual effects than injuries from engaging in other activities. 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; and Running from danger.*

3. **RIDER RESPONSIBILITY.** I UNDERSTAND THAT: Upon mounting a horse and taking up the reins, the RIDER IS IN PRIMARY CONTROL OF THE HORSE. The rider's safety depends largely upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his or her own safety, including that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of a physician and written evidence from a physician shall be submitted to facility operator prior to engaging in any equine activity.

4. **PROTECTIVE HEADGEAR.** I AGREE THAT: I have been fully warned and advised by the Owner or facility operator that I should purchase and wear protective headgear of a quality not less than an SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Riding Helmet while riding, being, and working around horses. I understand that the wearing of such a helmet while mounting, riding, dismounting, or otherwise being in the vicinity of horses, including in the stable, IS MANDATORY. WEARING A HELMET MAY PREVENT OR REDUCE THE SEVERITY OF HEAD INJURY AND MAY PREVENT DEATH FROM HAPPENING AS A RESULT OF A FALL OR OTHER OCCURRENCE.

5. **TACK.** I UNDERSTAND THAT: Saddle Girths (saddle fasteners around the belly of the horse) may loosen during a ride. If a rider notices this, he or she must immediately stop riding so that action may be taken to avoid slippage of the saddle and a potential fall from the animal.

6. **ACCIDENT/MEDICAL INSURANCE.** I UNDERSTAND THAT: Injuries may occur as a result of participation in equine activities. In the event emergency medical treatment shall be required, I and my own accident or medical insurance company shall be responsible for any such incurred expenses. My emergency contact information is as follows:

Emergency contact: _____

Telephone Number: _____

Family Physician: _____

Telephone Number: _____

Medical Insurance Company: _____

Policy No. _____

Group No. _____

7. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES** I UNDERSTAND THAT: The facility operator and owner are not responsible for total or partial acts, occurrences, or elements of nature that may scare a horse, cause it to fall or react in some other unusual or unsafe way, including but not limited to: *Thunder, lightning, rain, wind, wild and domestic animals, insects or reptiles which may walk, run, or fly near, or bite or sting, a horse; irregular footing on an out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.* The rider and parent or legal guardian have inspected the premises and are satisfied that the premises conditions are safe for the rider's intended purpose, usage and presences upon the facility premises.

8. **LIABILITY RELEASE AND ASSUMPTION OF RISK** I AGREE THAT: In consideration of the facility operator allowing my participation in equine activities, under the terms set forth herein, I, the undersigned rider and parent or legal guardian for a minor, do agree to hold harmless, indemnify and release the facility operator and owner, its agents, employees, and volunteers, and any affiliated organizations, and insurers from legal liability due to facility operator's or owner's ordinary negligence, and I do further agree, that, except in the event of the facility operator's gross and willful negligence, I shall not assert, or bring any claim, demand, action or cause of action, or litigation against the facility operator or owner, its agents, employees or volunteers, for any economic or non-economic loss due to bodily injury, death or property damage, sustained by the me, or the rider, the parent or legal guardian of the rider, arising from the premises and operations of the facility, including riding, handling, or otherwise being on the premises or being near horses that are owned by, or in the care, custody and control

of the facility operator. I FURTHER ACKNOWLEDGE THAT THERE ARE INHERENT RISKS INVOLVED IN EQUINE ACTIVITIES AND I KNOWINGLY AND VOLUNTARILY ASSUME THOSE RISKS BY MY PARTICIPATION IN EQUINE ACTIVITIES AND BY MY PRESENCE AT THE FACILITY AND THE HORSES PRESENT AT THE FACILITY. THIS LIABILITY RELEASE FORM SHALL REMAIN IN EFFECT UNLESS OR UNTIL IT IS RESCINDED *IN WRITING*, DELIVERED TO THE FACILITY OPERATOR.

9. **EQUINE ACTIVITIES.** For purposes of this release equine activities shall include, but shall not be limited to the following:

a) Equine training, teaching, riding instruction, shows, fairs, parades, competitions or performances which involve breeds of equine participating in an activity. This paragraph shall include, but not be limited to, dressage, hunter and jumper shows, Grand Prix jumping, three-day eventing, combined training, rodeos, reining, cutting, team penning and sorting, driving, pulling, barrel racing, steeplechasing, English and Western performance riding and endurance and nonendurance trail riding. This paragraph shall also include Western games, gymkhana, hunting, packing, therapeutic riding and driving and recreational riding.

b) Equine or rider and driver training, teaching, instruction or evaluation. This paragraph includes clinics, seminars and demonstrations.

c) Boarding equines, including normal daily care.

d) Breeding equines, whether by live cover or artificial insemination.

e) Inspecting, riding or evaluating an equine belonging to another by a purchaser or agent, whether or not the owner of the equine has received anything of value for the use of the equine or is permitting a prospective purchaser or a purchaser's agent to ride, drive, inspect or evaluate the equine.

f) Recreational rides or drives which involve riding or other activity involving the use of an equine.

g) Placing, removing or replacing of horseshoes or the trimming of an equine's hooves.

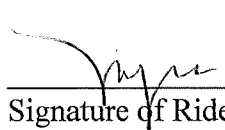

h) Leading, handling or grooming of an equine.

10. **FACILITY OPERATOR AND OWNER** For purposes of this Release, the facility operator shall mean: Kelly Smith, Omega Horse Rescue and Rehabilitation Center, Inc., and their agents, owners, landlord, employees, volunteers and other representatives. For purposes of this Release, owner shall mean: Riggio Foundation Horse Rescue, LLC, its affiliates, parent organizations, and any agents, employees or other representatives or members thereof.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS, AND OTHER PARTICIPANTS
MUST SIGN BELOW AFTER READING THIS ENTIRE AGREEMENT.

SIGNER STATEMENT OF AWARENESS

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND
THE FOREGOING AGREEMENT, WARNINGS, RELEASE, AND
ASSUMPTION OF THE RISK. I/WE FURTHER ATTEST THAT ALL
FACTS RELATING TO THE RIDER'S OR OTHER PARTICIPANT'S
PHYSICAL CONDITION AND EXPERIENCE AND AGE ARE TRUE AND
ACCURATE**

Signature of Rider

Date: 8-23-2017

Signature of Parent or Legal Guardian

Date: _____

Print Name

Signature of Other Participant

Date: _____

Print Name