



Graceful Horsemanship, LLC

Mobile Horse Training and Lessons

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person or Legal Guardian Must Read and Understand this Waiver before Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the participant) with and for the benefit of the "Host", Grace Keese with Graceful Horsemanship, LLC.

Initial Each Item below after Reading and Understanding each item:

_____1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to: (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.

_____2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage, animal injury or death, or loss resulting from my participation in "Equine Activities".

_____3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".

_____4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree: (a) to waive all claims that I have or may have in the future against the "Host"; (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, animal injury or death, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence

(failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities".

_____. 5. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".

_____. 6. I understand that wearing a helmet and proper riding gear will not necessarily prevent, but may decrease the risk of an injury while participating in equine riding activities. Participants are strongly advised to wear helmets and proper riding gear while participating in equine riding activities. **Children under 18 years of age are required to wear helmets while participating in equine riding activities.**

Participant Name (or legal guardian if under 18 years of age) _____
(PRINT)

Date of Birth _____

Address _____ City _____

SIGN BELOW

_____ (Signature of Participant)

Signed this ____ day of _____, 20____

_____ Signature of Witness/ "Host"
(Witness to Signing and Initialing)



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