

RIDING INSTRUCTION AGREEMENT AND LIABILITY FORM FOR INDIVIDUALS

This form must be completed by and/or for each participant

SHEA ROSE FARM, INC.

(herein after known as "SRF")

2411 WAXHAW MARVIN ROAD

MARVIN, NC 28173

(704) 843-4306

Email: SheaRose@mindspring.com

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

SHEA ROSE FARM, INC DOES NOT GUARANTEE YOUR SAFETY.

- A. REGISTRATION OF RIDER AND AGREEMENTS PURPOSE** – In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at **SRF**, and that this student will either ride his/her own horse or school horses provided by **SRF** for instructional purpose, today and on all futures dates:

RIDER NAME	AGE and DOB (If under 21)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (check one which applies)
		<input type="checkbox"/> YES	<input type="checkbox"/> BEGINNER (Under 10 Hours)
		<input type="checkbox"/> NO	<input type="checkbox"/> OVER 10 Hours
Does this rider have physical and/or mental health conditions, problems and/or disabilities which may/will affect his/her safety and ability to ride a horse? <input type="checkbox"/> YES <input type="checkbox"/> NO (Check one) If "YES" describe here:			

INSURANCE INFORMATION IS REQUIRED:

My ACCIDENT/MEDICAL INSURANCE COMPANY is: _____
And POLICY NUMBER is: _____. (Form will be returned if not completed.)

**WRITE INITIALS IN SPACES BELOW AFTER READING EACH SECTION,
INDIVIDUAL AND SPOUSE, BOTH PARENTS or LEGAL GUARDIANS IF MINOR**

- B. ☐ AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** -- This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estates, assigns, including all minor children, and personal representative, and it shall be interpreted according to the laws of the state and county where **SRF** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**HORSE**" shall herein refer to all equine species. The term "**HORSEBACK RIDING**" shall herein refer to riding or otherwise handling of horses, ponies, mule or donkeys, whether from the ground or mounted. The term "**STUDENT**" and/or "**RIDER**" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "**P**", "**ME**", "**MY**" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.
- C. ☐ ACTIVITY RISK CLASSIFICATION** – I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such an activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance System of the United States Consumer Products), horse activities rank 64th 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. I further understand that the applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES OF SPECIES TO INCLUDE, BUT NOT LIMITED TO MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.
- D. ☐ NATURE OF THIS STABLE'S SCHOOL HORSES** – I UNDERSTAND THAT: **SRF** chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and **SRF** follows a rigid safety program. Yet, no 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 a horse to the ground it will generally be a distance from 3 ½ to 6 ½ feet, and the impact may result in injury, or even death, to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal (horse) with a mind of its own and each with 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, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting or Running from what it perceives as danger.
- E. ☐ 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 largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his /her own safety and that of an unborn child if the rider is pregnant. **SRF** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

COMPLETE BOTH SIDES

Revised: 08/2019

PLEASE READ CAREFULLY BEFORE SIGNING

WRITE INITIALS IN SPACES BELOW AFTER READING EACH SECTION,
INDIVIDUAL AND SPOUSE, BOTH PARENTS OR LEGAL GUARDIANS IF MINOR

- F. ____ | ____ **CONDITION OF NATURE AND INSPECTION OF PREMISE** – I UNDERSTAND THAT: SRF is NOT responsible for total or partial acts or 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, crawl or fly near, or bite or sting a horse or person, and irregular footing on outdoor 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(s) or legal guardian(s) have inspected SRF'S facilities and are satisfied that all premise conditions are reasonably safe for the rider's intended purpose, usage and presence upon SRF'S premises.
- G. ____ | ____ **CARRY-ON OBJECTS AND LOUD NOISES** – I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce or make sharp noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hat not securely fastened under chin, toys and purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- H. ____ | ____ **SADDLE GIRTH/NATURAL LOOSENING** – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.
- I. ____ | ____ **ACCIDENT/MEDICAL INSURANCE** – I AGREE THAT: I/We (as parents or legal guardians if minor) have, and will also have, my/our own accident/medical insurance. Should emergency medical treatment be required, I/we (as parents or legal guardians if minor) and/or my/our own accident/medical insurance company **shall pay** for **ALL** such incurred expenses. I/We (as parents or legal guardians if minor) also agree to pursue **NO** accident/medical claims against anyone associated with SRF.
- J. ____ | ____ **PROTECTIVE HEADGEAR:** -- I AGREE THAT: SRF requires that all riders wear protective headgear [(equestrian riding helmet), (NO bicycle helmets allowed)], bearing the **STANDARD ASTM F 1163** emblem. I 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 may even prevent death from happening as the result of a fall or other occurrence. It is understand that **SRF-PROVIDED** protective headgear may not be a perfect fit for each rider's head, that once provided the rider will be responsible for securing the headgear on his/her head at all times.
- K. ____ | ____ **LIABILITY RELEASE** – I AGREE THAT: In consideration of SRF allowing my participation in this activity, terms set forth herein, I, the rider, and the parents or legal guardians thereof if a minor, do agree to hold harmless and release SRF, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to SRF'S ordinary negligence, and I/we do further agree that except in the event of SRF'S gross and willful negligence, I/we shall bring no claims, demands, actions and causes of action, and/or litigation, against SRF and ITS ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses 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 SRF, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of SRF.

*****WARNING: Under North Carolina 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 exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.*****

All Riders and their Spouses and **BOTH** Parents or Legal Guardians must sign below after reading this entire document.

SIGNER'S STATEMENT OF AWARENESS

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

SIGNATURE OF RIDER [(Spouses must sign for themselves) (Print and Sign)]

DATE

CELL PHONE #

SIGNATURE OF SPOUSE, FATHER/LEGAL GUARDIAN (Print and Sign)

DATE

CELL PHONE #

SIGNATURE OF MOTHER/LEGAL GUARDIAN (Print and Sign)

DATE

CELL PHONE #

Address in full: _____

Home Phone #: _____

Email Address(es) [Best email(s) to convey information about Riding Lessons]: _____

COMPLETE BOTH SIDES

Revised: 08/2019