

## Inherent Risk Form

### The Horse & Country Fair Obstacle Challenge/Horse Handling/Clinic 2019 Inherent Risk Form

Horse N Buddy: The Horse & Country Fair & Calico Fort

Pursuant to the Alabama Equine Activity Liability Act (Inherent Risk), Acts of Alabama, Number 93-601, 1-4, said Act being Codified at Alabama Code (1975) 6-5-337 in addition to the posting of warning signs as required by said act, you, the undersigned, for yourself or as the parent, guardian, or legally responsible party for the below named minor child are hereby notified accordingly that Ariel Media Group (Horse N Buddy: The Horse & Country Fair & Calico Fort) and all of their owners, employees, affiliates and volunteers (hereafter referred to as "the Host Farms"), are engaged in equestrian and other equine related activities. The very nature of Equestrian and Equine activities involves the inherent risk of potential injury or death to the participant.

Alabama Law requires an equine activity sponsor or equine professional to post and maintain clearly visible signs on or near stables or arenas where equine activities are conducted. Upon compliance with said law, an equine activity sponsor or equine professional is not responsible for an injury or death of a participant in equine activity. The Host Farms have implemented all reasonable, prudent, known, and necessary measures to ensure the safety of participants, observers, employees, staff and animals. The Host Farms are in compliance with the Alabama Equine Activity Act. If you are present at a location being utilized by the Host Farms and are reading this notice, for liability purposes, you are considered a participant.

By affixing my signature below, I, for myself and/or on behalf of the named minor child/children or as a legal guardian or as a responsible party for the below named minors hereby acknowledge that I have been provided a copy of this document, that I am fully aware of the inherent risk, that I/we occupy the position of participant and that in the event of a casualty that pursuant to Alabama Statutory Law, the Host Farms, their owners or staff are not responsible and I/we shall not attempt to hold the same responsible for any injury or damage incurred.

I do hereby on my behalf and my heirs, release and forever discharge the Host Farms and anyone including sponsors & staff/volunteers of and from any and all claims and demands of every kind, nature and character which I may have or may hereafter acquire, for any and all damages, losses or injuries, or death, which may be suffered by me in connection with activities in any way. All such claims are hereby waived and released and I covenant not to sue therefore. I understand and fully assume all risk and hazards incidental to horse related activities.

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\*I understand that horseback riding and horse related activities have inherent dangers that could result in serious injury or loss of life, no matter how well the activity is supervised. I agree to indemnify the Host Farms, their owners, staff and volunteers from any costs associated with any accident or illness involving the below named rider, participant, guest or member of my family. I know of no medical reason, which would make it unsafe for me to ride or participate in horse related activities. \_\_\_\_\_

\*I understand the Host Farms take pictures and/or videos of activities that will be used for advertising or portfolios. I give my permission for the Host Farms to use any pictures/videos that may include me or my family for any reason. \_\_\_\_\_

\*I, the undersigned, hereby acknowledge that I have voluntarily engaged in an equine related activity with the Host Farms.

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\*I understand that equine related activities involve numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of

control, collision and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal irrespective of its training and usual past behavior and characteristics may act or react unexpectedly or unpredictably at times, and I also assume such risks. \_\_\_\_\_

\*I understand that I may encounter variations in terrain, which may result in injury or damages to my horse. I acknowledge that these are

my responsibilities, and I assume all risk for these hazards, including breaks, growth, debris, rocks, cliffs, and any other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural. I understand that animals are unpredictable and that the risk of injury is an inherent part of the activity. I agree and assume all risk of injury or death, whatever the cause, except as provided by law. \_\_\_\_\_

\*As consideration for being permitted by the Host Farms to engage in equine activities, I do hereby waive any claim and release the Host Farms and all of their owners, officers, staff members, volunteers, sponsors, land owners, and agents for any injury or death resulting from my participation in an equine activity. \_\_\_\_\_

\*This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives, and me. \_\_\_\_\_

\*I have carefully read this agreement and fully understand the contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this contract in behalf of myself and/or my family of my own free will. \_\_\_\_\_

\*I am aware of the importance and added safety of wearing an approved riding helmet while participating in equine activities and I (CIRCLE ONE) choose/choose not to wear a helmet. I understand anyone under age 18 is required to wear a helmet at all times.

\_\_\_\_\_ Participant(s):

\_\_\_\_\_  
Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Phone # : \_\_\_\_\_

Email:

Address: \_\_\_\_\_

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Clinic: \_\_\_\_\_