

ACKNOWLEDGEMENT OF RISKS - I am aware that in signing this document on my behalf, or on behalf of a minor child(hereafter " activity"), that certain elements of the activity are physically, mentally, Socially and emotionally demanding. Furthermore, I understand that certain risks and dangers exist in this Activity which may result in serious injury. These risks include, but are not limited to, loss or damage to personal property, injury or fatality.

1. **ACTIVITY RISK CLASSIFICATION**- I understand that horse back riding is classified as Rugged Adventure Recreational Sport Activity, and that there are numerous obvious and According to **NBISS** (National Electronic Injury Surveillance Systems of 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. While horseback riding, sudden noises wild animals, stumbles, etc. can cause a horse, no matter how "safe" to spook, bolt, fall, or otherwise cause injury to the rider.

2. NATURE OF HORSES - I understand that even the "safest" horse is not completely safe. Horses are flight animals and instinctively flee from loud noises, predator animals, and any objects or noises they do not fully understand (including strange rocks, stumps, umbrellas, strangers, etc)

Therefore, I further understand that coming into contact (but not riding) horses may also result in injury regardless of safety precautions take.

3. **EXPRESS ASSUMPTION OF RISK AND PERSONAL RESPONSIBILITY** -I understand ALL dangers (hazards and perils) and inherent risks associated with being around horses and horseback riding. I further understand that there may be other risks, both known and unknown . I confirm I am physically and mentally capable of participating in the activity . I knowingly and freely assume all such risks both known and unknown and assume full responsibility for my participation.

4. RELEASE OF LIABILITY - In consideration of the service and facility provided, I for myself, and/or for my minor child, do hereby release, waive, and discharge Laura and Tim Chila and any Personal instructor, all of whom for the purpose of this release are referred to as "Releasees" from any and all liability to the undersigned and the undersigned's personal representatives, assigns, heirs, and next of kin, for any of ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. INDEMNIFICATION - The undersigned hereby agrees to indemnify and save and hold harmless the Releasees aforementioned and each of them for any loss, liability, damage or cost releasees incur due to the undersigned's participation in the above described activities, and weather caused by the negligence of Releasees or otherwise, including but not limited to costs and attorney fees incurred as a result of defending any claim or demand made by the undersigned against Releasees.

6. SCOPE OF RELEASE AND INDEMNIFICATION - The undersigned expressly acknowledges and agrees that the above described activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Vermont, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. ACCIDENTAL/MEDICAL INSURANCE - I agree that should emergency medical treatment be required, I or my own accident/medical insurance company shall pay for ALL such incurred expenses.

8. RULES - I agree to follow all safety precautions, some of which are listed below or found posted in the barn.

- a) NO HORSEBACK RIDING WITHOUT SIGNING THIS AGREEMENT
- b) NO RIDING WITHOUT SAFETY HELMET AND PROPER BOOTS OR SHOES INTENDED FOR RIDING OR AT LEAST HAVING A 1" HEEL AND ANKLE CATCH PORT.
- c) NO SMOKING IN OR AROUND THE BARN OR OUTBUILDINGS.
- d) NO FEEDING HORSES OR REMOVING FEED FROM HORSES WITHOUT PERMISSION OF ONE OF THE RELEASEES.
- e) ALL TACK, GROOMING TOOLS AND OTHER SUPPLIES TO BE KEPT CLEAN AND STORED CORRECTLY: ALL DOORS AND GATES TO BE KEPT CLOSED PROPERLY, ALL LIGHTS TO BE TURNED OFF WHEN NOT NEEDED OR WHEN LAST TO LEAVE THE BARN.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE.

DATE _____

NAME OF MINOR CHILD AND AGE IF APPLICABLE

NAME OF SECOND CHILD

NAME OF THIRD CHILD