## HEALING HOOVES HORSEMANSHIP RELEASE ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I,

, HEREBY

ACKNOWLEDGE, that I have voluntarily applied to participate in instruction and training in the starting, training, selection, care, handling and riding of horses.

I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE INHERENTLY DANGEROUS AND HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Healing Hooves Horsemanship/Katrina Holley, all for the purposes herein referred to as "Releasees", from all liability to myself, my legal representative, distributes, guardians, assigns, heirs, and next of kin, all for purposes herein referred to as "Releasors", for injury, death, or damage resulting from my participation in said instruction and training as a result of the negligence of Releasees, or any employee, servant, agent, or contractor of Releasees. I FURTHER RELEASE AND DISCHARGE Releasees from all liability to Releasors for injury, death or damage resulting from my participation in said instruction and training as a result of the negligence of any other party or parties in attendance. In addition, I HEREBY RELEASE AND DISCHARGE Releasees from all actions, claims or demands Releasors now have or may hereafter have for injury, death, or damage resulting from my participation in such activities.

2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Releasees and each of them, from any loss, liability, damage, or cost they may incur due to my participation in said instruction and training.

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees, or any of them, or of any employee, servant, agent, or contractor of Releasees resulting from my participation in said instruction or training.

4. I EXPRESSLY acknowledge that activities involving horses involve INHERENT RISKS which mean that there are dangers or conditions which are an integral part of horse activities and include, among other things, the propensity of a horse to behave in ways that may result in injury, harm or death to persons on or about them; and the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals.

5. **PROTECTIVE HEADGEAR WARNING:** Riders under age 19 must wear an ASTM/SEI helmet while riding. Riders 19 and over may choose to wear an ASTM/SEI helmet while riding. I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised that protective headgear should be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

6. **Protective Clothing Warning:** All riders are encouraged to wear appropriate riding ware, specifically heeled boots and long pants. Long pants protect the rider's leg from getting pinched by the saddle, and in the event of hitting something, or falling off, long pants will aid in the protection of the legs, resulting in less severe injuries. Heeled boots provide a lesser chance of the rider's foot slipping through the stirrup, and in the event of falling from the horse, getting the foot caught, and being dragged. I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised that protective clothing should be worn while riding and being near horses.

7. **RIDER RESPONSIBILITY:** I understand that, notwithstanding the presence or participation of an instructor or trainer, 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 or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his or her own safety.

8. **NATURE OF RIDING HORSES**: I understand that no horse is a completely safe horse. If a rider falls from horse to ground it will generally be at a distance of from 3½ to 5½ feet, and the impact may result in injury or even death to the rider. If a horse is frightened or irritated it may divert from any training it has received 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, and rearing, kicking, biting, running under obstacles intended to knock the rider off, or running from danger.

9. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles should my actions or that of my horse cause injury or damage of any kind.

10. **PAYMENT AGREEMENT:** I agree to pay all fees in full, for provided service(s), upon the date which service(s) are provided. I understand that these fees are subject to change with rising fuel costs, or other factors. Healing Hooves Horsemanship agrees to give prior notice before applying these changes.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND HEALING HOOVES HORSEMANSHIP. AND I SIGN IT OF MY OWN FREE WILL and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I am 19 years or older and choose to wear a ASTM/SEI helmet while riding (All students UNDER the age of 19 MUST wear a helmet at all times while riding) YES\_\_\_\_\_NO\_\_\_\_\_

I understand the importance of protective clothing and choose to wear heeled boots and long pants: YES\_\_\_\_\_NO\_\_\_\_\_

Signature of Applicant ("Releasor") \_\_\_\_\_\_

Guardian for Minor\_\_\_\_\_

Date \_\_\_\_\_

## **Emergency Medical Release Form**

Name:
Date of Birth:
Address:
City, State, Zip:
Person to Contact in Case of Emergency
Name:
Telephone:
Cell:
Release for an Adult Rider If emergency medical care is required for myself and if I, or an accompanying spouse or relative, am not able to convey permission in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment. <i>I have read this entire release and agree to it:</i>
Signature:
Date:
Release for a Minor Rider   If emergency medical care is required for:   Child's Name:

## PHOTO RELEASE FORM

For valuable consideration given and which is hereby acknowledged, the undersigned hereby grant Healing Hooves Horsemanship to take or have taken, still and moving photographs and films including television pictures and consents and authorizes Healing Hooves Horsemanship to the use and reproduction of the photographs, films, and pictures to circulate and publicize the same by all means including without limit, the generality of the foregoing newspapers, televisions, media, brochures, instructional materials, books, and clinical material.

With regard to the foregoing material, no promises have been made to us/me to secure our/my signature(s) to this release other than intention of Healing Hooves Horsemanship to be used such photographs, films and pictures for the primary purpose of promotion and aiding its program and its work.

SIGNITURE \_\_\_\_\_ DATE \_\_\_\_\_ DATE \_\_\_\_\_ PARENT/GAURDIAN