



RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM PLEASE READ CAREFULLY
BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction/therapeutic equestrian activities as a student at Cooper's Calling and that this student ride therapy/school horses provided by Cooper's Calling for instructional purposes today and on all future dates:

Rider Name: _____
Age: _____ **Date of Birth:** _____

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, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county in which Cooper's Calling 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" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "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 terms "I," "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 RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 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.

D. NATURE OF COOPER'S CALLING HORSES: I UNDERSTAND THAT: Cooper's Calling chooses its school horses for their calm disposition and sound basic training as is required for use for STUDENT RIDERS, and Cooper's Calling follows a rigid safety program. Yet, no riding 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 the horse to the ground it will generally be at a distance of 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a human tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (the horse) and each has a 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 danger.

E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I UNDERSTAND THAT: Cooper's Calling is **NOT** responsible for total or partial acts, 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, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door 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 or legal guardian have inspected Cooper's Calling facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon Cooper's Calling.

F. ACCIDENT/MEDICAL INSURANCE: I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

My accident/medical insurance company is: _____

My policy number is: _____

G. PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I for myself or on behalf of my child and/or legal ward have been fully warned and advised by Cooper's Calling that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding in an English or Western saddle (not while vaulting), or going out on a trail ride, and I do understand that wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences.

H. LIABILITY RELEASE: I AGREE THAT: In consideration of Cooper's Calling allowing my participation in this activity, under the terms set forth herein, I the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Cooper's Calling, its directors, officers, trustees, agents, employees, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes, of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Cooper's Calling and/or its ASSOCIATES ordinary negligence; and do further agree that except in the event of Cooper's Calling gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of actions against Cooper's Calling and it's ASSOCIATES as stated above in this clause, for any economic and non- economic losses due 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 Cooper's Calling to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Cooper's Calling, whether on or off the premises of the stable.

All Riders or Parents/Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

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

NAME OF RIDER

DATE

SIGNATURE OF RIDER OR PARENT/GUARDIAN

DATE

Address: _____

Mobile Phone #: _____

Photo Release Form

I hereby authorize COOPER'S CALLING, hereafter referred to as "Company," to publish photographs taken of myself and/or the minor child or children listed below, and our names and likenesses, for use in the COOPER'S CALLING print, online and video-based marketing materials, as well as other Company publications.

I hereby release and hold harmless COOPER'S CALLING from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed below associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children listed below and that I have full authority to consent and authorize COOPER'S CALLING to use their likenesses and names.

I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.

I hereby release COOPER'S CALLING, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

Authorization:

Printed Name: _____

Signature: _____ Date: _____

Relationship to Children: _____

Names and Ages of Minor Children:

Name: _____ Age: _____

Name: _____ Age: _____