SONNYDAZE RANCH MENTAL HEALTH & WELLNESS
EQUINE PROGRAM LIABILITY RELEASE

This must be completed by and for each individual.

PARTICIPATING IN ANY PROGRAMS/ACTIVITIES AT SONNYDAZE RANCH

PROPERTY AND/OR OTHER AFFILIATED BUSINESS(S) ON THE PROPERTY

OWNER(S), hereinafter known as "The Owner(s) and/or The Stable".

LOCATION: 11110 Allen Road, East Concord, NY 14055

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT ON A PROPERTY FROM YOUR ACTIVITY INVOLVING YOUR HORSE, OTHER'S HORSES, AND OTHER FARM ACTIVITIES INVOLVING THE CARE AND MAINTENANCE OF HORSES. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

REGISTRATION OF INDIVIDUAL AND AGREEMENT PURPOSE:

In consideration of the participation of dealings with a horse(s), riding, care, maintenance, training and all voluntary activities on above said property/Stable, I, the following listed individual, and the parent or legal guardian, thereof if a minor, do hereby agree, to sign this form of liability release, relinquishing the stable, the owner(s) of all horse related and non-horse related activities which take place on above said property today and on all future dates.

WRITE INITIALS BELOW AFTER READING EACH SECTION

(PARENT OR GUARDIANS MUST ALSO INITIAL).

_____ **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the individual, 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 of **THIS PROPERTIES** physical location. The term(s) **"ACTIVITY"** and/or **"PARTICIPATION"** herein shall refer to riding, being around or otherwise handling of horses, whether from the ground or mounted. The terms **"I", "ME", "MY"** shall herein refer to the above individual and the parents or legal guardians thereof if a minor.

_____ **ACTIVITY RISK CLASSIFICATION: I UNDERSTAND THAT:** Being in the presence of and all included activities and participation of such activities involving horses 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 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/WE further understand that applicant may be participating in a "Wilderness Experience" on owner(s)/stable property and that the meaning of this term is defined as follows: **THE**

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PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF PRIVATE AND/OR BUSINESS PROPERTY, AS OF FOREST AND/OR HILLS, AND/OR MOUNTAINS, PLAINS, WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND 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, ANYWHERE ON ALL ABOVE OR AROUND SAID LAND TYPES AND PROPERTIES.

_____ **NATURE OF HORSES: I UNDERSTAND THAT:** This property/stable/owner(s) has no knowledge of the dispositions, prior training, lack of training, health of, habits of, or any such information of the "privately owned", horses on above said property. Any prior information provided about said horses on the above property is undependable, unreliable, cannot be substantiated nor supported by consistent evidence due to the unpredictable nature of horses as even well trained horses have an innate fight and/or flight nature. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If an individual falls from horse to ground it will generally be at a distance of 3.5 to 5.5 feet, higher if thrown, and the impact may result in serious injury and/or death to the individual. Activity and participation of any kind involving horses is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (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. All individuals handling or in simple observation from the ground can equally sustain injury from horses frightened with above reactions which also may include but are not limited to, inexperience of the individual who may also sustain injury from the ground.

_____ **INDIVIDUAL RESPONSIBILITY: I UNDERSTAND THAT:** Upon handling or observing a horse in their space in any capacity on the ground and/or mounting a horse and taking up the reins or use of any other tools of handling a horse, the individual is primary control of the horse. The individual(s) safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard and/or working around the horse in any capacity in movement or simply standing near the animal. I agree that I, shall be responsible for my own safety, actions, choices, and behaviors, and that of an unborn child if the individual is pregnant. It is advised that pregnant women do not participate in horse activities unless permission is given under advice of her physician. I, having been given permission by private horse owner(s) who's horse(s) reside on this property, agree to complete this liability form before participating in any horse activities and I, am solely responsible for my own individual safety, mounted and/or dismounted. Should I participate in any horse related activities on this property without signing this agreement prior to that activity, this is neglect on my own part and therefor not the fault of the stable/property owner(s) for which I, am solely responsible for my own actions and/or lack thereof to request and sign this agreement. I will not hold others liable for my own negligence.

_____ **CONDITIONS OF NATURE: I UNDERSTAND THAT:** The Stable/Property Owner(s) is **NOT RESPONSIBLE** for the total or partial acts, occurrences, or elements of nature that can scare a horse(s), cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, water, wild and/or 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/ungroomed or wild land which is subject to constant change in condition according to weather, temperature, and natural, and man made changes in landscape. I, understand it is **NOT** the responsibility of the property owner(s) to be in constant repair or attempts to manage conditions of nature, as nature is unpredictable and unmanageable. I understand it is my sole responsibility to manage my own safe choices, my own limits and the limits of the horse I am handling in accordance with the ever-changing forces of nature.

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_____ **OBJECTS AND/OR NOISES: I UNDERSTAND THAT:** Individuals must not carry loose items mounted and/or unmounted, near or around horses which may fall, blow away, flap in the wind, bounce, or make sharp/soft/sudden/out of the norm noises, possibly scaring a horse. I understand that such noises and/or objects can also appear at any time out of no where or due to other humans in shared spaces as horses. I take responsibility for this knowledge and understand that horses can be scared/spooked at any time due to objects and/or noises that may result in serious injury. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses, tarps, unsecured materials on buildings such as roofs/siding, ice falling, loose tack on horse, unoiled leather on saddle, loose jewelry, etc. Individual(s) must not make sharp, loud noises, such as screaming or yelling, nor fast movements such as running, which may scare/spook a horse(s). I also understand that in working during certain activities inside or outside the barn on stable/owner(s) property, certain noises, movements, handling of equipment in and around the barn area man made or of nature, can create unpredictable reaction(s) form a horse(s). Handling of equine tools, machinery, and tack equipment, whether handled appropriately or inappropriately can also create unpredictable and unexpected sudden reaction from a horse(s). I also understand that a horse(s) reaction to such examples as listed above can also cause the horse(s) that I am handling to react as well suddenly and unpredictably without warning causing possible injury.

_____ **PROTECTIVE HEADGEAR/RIDING HELMET: I UNDERSTAND THAT:** The stable/property owner(s) do not provide any protective headgear/riding helmets to participants as all equine activities are exercised on the group with no actual riding of a horse(s). I understand that it is my sole choice and responsibility to determine my own level of ability and/or safety by choosing to not wear protective headgear. Should I choose to wear protective heardgear/riding helmet, I agree to purchase and provide my own and ensure it is worn properly. I, for myself will choose to wear or not wear protective headgear/equestrian riding helmet.I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce 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. It is understood that the stable/property owner(s) does not provide any headgear to those on the property, private horse owner(s) will accept full responsibility and liability in their choice to wear or not wear protective headgear/riding helmet. It is the owner(s) of their choice in protective headgear/riding helmet sole responsibility to ensure that protective headgear/riding helmet(s) are of the approved equine activity safety standard, maintained for safety, and fit properly when worn. In my decision to wear or refusal to wear protective headgear, I accept full responsibility, liability, and consequences of any kind for my safety and/or lack of my safety in this decision.

_____ **LIABILITY RELEASE: I AGREE THAT:** In consideration of **the STABLE/PROPERTY OWNER(S)** allowing my participation in horse activities on their private property, under the terms set forth herein, I, the individual and on behalf of my child and/or legal ward, heirs, personal representatives or assigns, do agree to hold harmless, release, and discharge this **STABLE/PROPERTY OWNER(S)**, its heirs, agents, representatives, assigns, insurers and other 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 **STABLE/PROPERTY OWNER(S)** and/or **IT'S ASSOCIATES** ordinary negligence, and I do further agree that except in the event of **STABLE/PROPERTY OWNER(S)** gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **STABLE/PROPERTY OWNER(S)** and **ITS ASSOCIATES** as stated above in this clause, for and/or my minor child and/or legal ward in relation to the premises and operations of **STABLE/PROPERTY OWNER(S),** to include while riding, handling, or otherwise being near horses owned by private horse owner(s), whether on or off the premises of this property.

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All Individuals and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I, the undersigned, have fully read and do understand the foregoing agreement, warnings, release, and assumption of risk.

Signature of Individual: X_____**Date:** _____

Print Name: _____

Signature of Parent/Guardian: X_____

Address: _____**, City/State:** _____**Zip:** ____

Phone: _____ **Email:** _____

Emergency Contact: _____**Phone:** _____

Name of Preferrable Hospital: _____

Known Allergies to Medications: _____