

RIDING INSTRUCTION AND LIABILITY RELEASE FORM FOR INDIVIDUALS

THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT. PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY. Scintilla Stables, Carly Dodrill, and all employees, officers or contract laborers are hereinafter known as "THIS STABLE".

RIDER NAME: _____ AGE (IF UNDER 21):_ _____
Horse Riding Experience: _____ Under 10 hours _____ Over 10 hours

A PARENT/LEGAL GUARDIAN (if under 18) or RIDER Must initial below for each paragraph:

_____ REGISTRATION OF RIDERS AND AGREEMENT PURPOSE - In consideration of payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates.

_____ AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS- This agreement shall be legally binding upon me, the registered student, and/or the parents/legal guardian 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 STABLE'S physical location. 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.

_____ ACTIVITY RISK CLASSIFICATION - I UNDERSTAND THAT: Horseback riding is classified as a 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.

_____ NATURE OF THIS STABLE'S SCHOOL HORSES - I UNDERSTAND THAT THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT/RIDERS, and THIS STABLE 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 horse to ground it will generally be at a distance of from 3 feet to 5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tried to impose its will on, and become one unit with 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.

_____ RIDER RESPONSIBILITY - I UNDERSTAND THAT: 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/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, If the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.

_____ CONDITIONS OF NATURE AND INSPECTION OF PREMISES - I UNDERSTAND THAT: THIS STABLE's 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, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near or bite and sting a horse or person; and irregular footing 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 THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.

_____ SADDLE GIRTH'S NATURAL LOOSENING - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

_____ PROTECTIVE HEAD GEAR WARNING -I AGREE THAT: I have been fully warned and advised by this stable that I should purchase and wear protective headgear of a quality not less than SEI CERTIFIED ASTM STANDARD F1163 Equestrian Riding Helmet while riding, being and working around horses. 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 headgear wearer's head injuries and may even prevent the wearer's death from happening as the result of a fall from a horse or other occurrence. Riders under 18 years of age are required to use proper equestrian helmets while mounted at THIS STABLE.

_____ LIABILITY RELEASE - I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein. I, the rider, and the parent or guardian there of if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, an insurers from legal liability due to THIS STABLE'S ordinary negligence, and I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THIS STABLE and ITS ASSOCIATED 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 THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

_____ RIDING LESSON APPOINTMENTS AND PAYMENTS: I UNDERSTAND AND AGREE THAT: If required by THIS STABLE in cases of inclement weather, rider or instructor unless, or other unforeseen occurrences, THIS STABLE reserves the right to reschedule lessons at the rider and instructor's convenience. STUDENTS not appearing for two consecutive lessons, who do not contact THIS STABLE, will lose their appointed lesson time and need to reschedule their regular lesson. STUDENTS who do not cancel lessons 24 hours in advance will forfeit said lesson. PAYMENT will be given in full before lesson begins or paid in advance.

_____ RIDERS ARE EXPECTED TO: Ride in appropriate clothing including but not limited to: jeans, jodhpurs, western boots, english riding boots, paddock boots. Bare feet and tennis shoes are not allowed

when mounted and are discouraged on premises. Riders are also expected to exhibit proper conduct while on premises at THIS STABLE including abiding by the barn rules, which are posted on the door of the tack room of THIS STABLE and to follow instructions given by employees or contract labor personnel of THIS STABLE. THIS STABLE will not accept dangerous, disrespectful or inappropriate behavior from parents or students on stable premises. If you have problems that need to be addressed, you are expected to do so with the instructor and/or barn manager in private. Failure to exhibit proper conduct and behavior will result in a forfeiture of lesson money paid and a cancellation of services provided by THIS STABLE.

WARNING UNDER OHIO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

All Riders and Parents or Legal Guardians (if under 18) must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

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

SIGNATURE OF RIDER

PRINTED NAME OF RIDER DATE

SIGNATURE OF PARENT/ LEGAL GUARDIAN

PRINTED NAME OF PARENT/LEGAL GUARDIAN DATE

ADDRESS: _____

HOME PHONE: _____

CITY STATE ZIP CODE

CELL PHONE: _____

WORK PHONE: _____

E-MAIL: _____