RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE SEVEN MEADOWS FARM 285 Hill Road,

Goshen New York 10924 hereinafter known as "THIS SCHOOL"

PLEASE READ CAREFULLY BEFORE SIGNING SERIOUS INJURY MAY RESULT FROM YOUR or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY.

THIS SCHOOL CANNOT GUARANTEE YOUR SAFETY.

RIDERS NAME	AGE	WEIGHT	RIDING
EXPERIENCE_			
Does this rider h	ave any physical or mental iss	sues that may affect his	/her ability to ride a horse
Yes No	If yes describe here		•
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A. <u>REGISTRATION OF RIDERS AND AGREEMENT PURPOSE</u> In consideration of the payment of a fee and the signing of this agreement, We, the parents of the minors listed on the registration form on the opposite side, do hereby voluntarily request and agree to our children's participation in riding, at THIS SCHOOL, and that this STUDENT will either ride his/her own horse, or school horses provided by THIS SCHOOL for instructional purpose, today and on all future dates.

- B. <u>AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS</u>: This agreement shall be legally binding upon 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 New York State. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein hall refer to riding or otherwise handling of horse, 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 term "I/WE" shall herein refer to the riding school student or parents of the registered student
- C. <u>ACTIVITY RISK CLASSIFICATION:</u> WE UNDERSTAND THAT: Horseback riding is classified as RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risk 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. <u>NATURE OF THIS SCHOOL'S HORSES:</u> I/WE UNDERSTAND THAT: THIS SCHOOL chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and THIS SCHOOL 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 5 times faster than a human. 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. <u>RIDER RESPONSIBILITY:</u> WE 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.
- F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: WE UNDERSTAND THAT: THIS SCHOOL 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-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape. WE have inspected THIS SCHOOL'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon THIS SCHOOL'S PREMISES.
- G. <u>SADDLE GIRTHS/NATURAL LOOSENING</u> I / WE 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.
- H. <u>APPROVED PROTECTIVE HEADGEAR IS REQUIRED</u>: I agree that I have been fully warned and advised by Seven Meadows Farm that I must wear protective headgear and do understand that the wearing of such headgear while mounting riding dismounting and otherwise being around horses may prevent or reduce severity of some head injuries **SEVENMEADOWS FARM MANDATES THAT HELMETS BE WORN AT ALL TIMES. Bike helmets are not acceptable.**
- I. <u>LIABILITY RELEASE: I/WE</u> AGREE THAT: In consideration of THIS SCHOOL allowing myself or our child's participation in this these riding activities, under the terms set forth herein, I or WE, the parents, for ourselves and on behalf of our child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS SCHOOL, its owners, agents, employees, officers, directors, 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 THIS SCHOOL'S and/or ITS ASSOCIATES ordinary negligence; and I or WE, the parents, do further agree, WE shall not bring any claims, demands, legal actions and causes of action, against THIS SCHOOL and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic 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 SCHOOL, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS SCHOOL, or participating in any of the school activities, whether on or off the premises of THIS SCHOOL.

Accidental Insurance- I AGREE THAT SHOULD EMERGENCY MEDICAL TREATMENT BE REQUIRED I AND MY OWN ACCIDENT MEDICAL INSURANCE COMPANY SHALL PAY FOR ALL SUCH INCURRED EXPENSES.

My accidental medical insurance is	
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Policy Number	

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE STUDENTS PHYSICAL AND MENTAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.			
SignatureofRider	DatePrint		
NameSignatureofParentName	DatePrint		
Address			
PhoneNumber	Cell		
IF UNDER 21 PARENTS OR LEGAL GUARDIAN MUST SIGN			