

# DANIEL STEWART

**AGREEMENT PURPOSE:** I, the listed individual or the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree that I, or our child participating with DANIEL STEWART, and this STUDENT will either ride his/her own horse, or school horses provided by the HOST FACILITY for instructional purpose, today and on all future dates.

**RIDER NAME:** \_\_\_\_\_

**AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me, the registered STUDENT, and/or 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 the host facility physical location. Any disputes by the rider shall be litigated in, and venue shall be in the county in which the HOST FACILITY 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 RIDER or STUDENT shall herein after refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term I/WE/MY shall herein refer to the clinic student or parents of the registered student on the opposite side.

**ACTIVITY RISK CLASSIFICATION:** I/We understand that: Horseback riding is classified as rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to the National Electronic Injury Surveillance Systems of the United States horse activities rank approximately 64<sup>th</sup> 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 HORSES:** I/We understand that: 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 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (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 (horse) and each has a limited understanding of the other. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: Stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from danger.

**CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I/We understand that DANIEL STEWART 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, lightning, rain, wind, wild and domestic animals, insects, reptiles, with 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 changes in condition by weather, temperature, and natural and man-made changes in landscape. I/We have inspected the HOST FACILITY and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon the HOST FACILITY premises.

**ACCIDENT/MEDICAL INSURANCE:** I/We (rider/parent/legal guardian) AGREE THAT: Should emergency medical treatment be required, I/We and/or my own accident/medical insurance company shall pay for all such incurred expenses

# RELEASE FORM

**STUDENT RIDER RESPONSIBILITY:** I/We understand that: The student rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instruction, and his/her ability to remain balance and calm both around and aboard the moving animal. I/WE agree that the rider shall be responsible for his/her own safety.

**LIABILITY RELEASE: I/WE AGREE THAT:** In consideration of DANIEL STEWART allowing myself or our child's participation in 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 DANIEL STEWART, agents, representatives, assigns, owners of HOST FACILITY 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 DANIEL STEWART and/or its associates ordinary negligence; and I or WE, the parents, do further agree that except in the event of DANIEL STEWART'S gross negligence and willful and wanton misconduct, WE (rider/parent/legal guardian/family) shall not bring any claims, demands, legal actions and causes of action, against DANIEL STEWART, its 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 HOST FACILITY, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of HOST FACILITY, or participating in any of the school activities, whether on or off the premises of HOST FACILITY.

Riders of 21 or parents or legal guardians must sign below after reading this entire document:

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent if student is under 21: \_\_\_\_\_

Email and Phone: \_\_\_\_\_

