

Equine Riding Instruction and/or Training Instruction and/or Participation in Other Ranch Activities Agreement, Liability Release and Assumption of Risk Agreement

Achais Ranch (Hereinafter known as "RANCH")
4592 E. 750 S., Ladoga, IN 47954

PLEASE FILL OUT ANUALLY ONE FORM PER INDIVIDUAL VISITING THE RANCH AND PLEASE PRINT CLEARLY

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. REGISTRATION OF PARTICIPANT AND AGREEMENT** PURPOSE: I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all RANCH activities including horse riding as a student of RANCH

PARTICIPANT NAME (Please Print Name)	AGE (if under 18)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (Check one that applies)
1. _____	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
6. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO (circle one)			
7. If you circled "YES", how can we help this participant with his/her special needs?			
8. MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses.			
My medical insurance company is _____ My policy number is _____ I do not carry medical insurance _____			

**WRITE INITIALS BELOW AFTER READING EACH SECTION.
PARENTS OR GUARDIANS MUST ALSO INITIAL.**

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered PARTICIPANT, 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 RANCH'S physical location. This agreement is intended to be valid and binding at all times now and in the future when RANCH permits me (directly or indirectly) to enter RANCH'S property, be on RANCH'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of RANCH'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which RANCH is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from horse to ground it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on RANCH to list all possible risks for me.

D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE ACKNOWLEDGE THAT: RANCH is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPES ARE: Thunder, lightning, 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. I also acknowledge that these are just some of the risks and I agree to assume others mentioned or not mentioned above. I am not relying on RANCH to list all possible conditions for me. The participant and parent or legal guardian have inspected RANCH'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon RANCH'S premises.

E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I/WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud, noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

/ **F. SADDLE GIRTH/NATURAL LOOSENING** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Riders must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

 / **G. PROTECTIVE HEADGEAR/HELMET WARNING** I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by RANCH that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may 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. I/WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear/helmet offered that I/WE will be responsible for properly securing the headgear/helmet on the participant's head at all times. I am not relying on RANCH and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

 / **H. RANCH'S PROTECTIVE HEADGEAR/HELMET POLICY** I understand and agree that RANCH requires riders to wear ASTM STANDARD F 1163 Equestrian Headgear/Helmet according to the following requirements: All riders under the age of 18 must wear the headgear/helmet. Riders 18 years and older must choose to wear or not to wear the protective headgear/helmet by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR/HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 18 YEARS AND OLDER

Check your choice:

PROTECTIVE HEADGEAR/HELMET ACCEPTANCE: I/WE request for this participant to wear protective headgear/helmet which RANCH provides and will be solely responsible for securing the headgear/helmet on the participant's head. I understand that the headgear/helmet provided may not be a perfect fit for the rider's head.

PROTECTIVE HEADGEAR/HELMET REFUSAL: I/WE refuse for this participant to wear any type of protective headgear/helmet and/or will provide MY/OUR own. I/WE assume full responsibility for MY/OUR safety in this decision.

 / **J. LIABILITY RELEASE** I/WE AGREE THAT: In consideration of RANCH allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge RANCH, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, 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 RANCH'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of RANCH'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against RANCH and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of RANCH, to include while riding, handling, or otherwise being near horses owned by me or owned by RANCH, or in the care, custody or control of RANCH, whether on or off the premises of RANCH, but not limited to being on RANCH'S premises.

 / **K. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** I/WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE (as follows):

Under Indiana 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.

 / **L. PHOTO RELEASE** I/WE RELEASE all rights to photos taken of you or the above mentioned participant for future use by RANCH, its staff, founders, and/or Board of Directors in RANCH publications, videos, books, newsletters, website, etc.

 / **M. VENUE** I/WE AGREE that in the event of any dispute concerning this Agreement, suit may be brought only in a court of competent jurisdiction in Montgomery County, Indiana

All Participants and/OR Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENT, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM/ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I/WE AM/ARE SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Required for anyone 13 and over. Spouses must sign for themselves.) _____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____ DATESIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 _____ DATE _____

Full Address _____ Home Phone# _____ Bus. Phone # _____

_____ Cell Phone # _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____ RELATIONSHIP TO PARTICIPANTPHONE NUMBER _____ () _____