

Horseback Riding Agreement & Liability Release Form

Notice: "Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act."

Equine activities may result in serious injury.
Equestrian Learning Center, LLC does NOT guarantee your safety or that of your horse.

PARENT/LEGAL GUARDIAN or adult students (19+) registration & agreement purpose:

Print full name: _____ Birthday: ____/____/____

Address: _____ City: _____ State: _____ Zip code: _____

I am the PARENT/LEGAL GUARDIAN of the following minors. I agree to include them in this contract:

<u>Name:</u>	<u>Birthday:</u>	<u>Name:</u>	<u>Birthday:</u>
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

I hereby request on behalf of myself and/or my child(ren)/legal ward(s) to participate in equine activities offered by ELC. I/he/she/they will ride his/her/their own horse, a borrowed horse or a horse provided by the ELC.

Agreement scope, territory and definitions:

This agreement shall be legally binding upon me, my child(ren)/legal ward(s), heirs, estate, assigns, executor and personal representatives. It shall be interpreted according to the laws of Alabama. The venue, in case of litigation due to disputes filed by me, shall be in Elmore County, Alabama.

The term "ELC" refers to Equestrian Learning Center, LLC. The term "associates" refers to owners; their heirs; relatives; children; managers; employees; volunteers; property owners; insurers; affiliated organizations. The terms "I", "me", "my" refer to the registered individual on this form. The term "horse" herein shall refer to all equine species. The term "horseback riding", "riding" or "equine activities" refers to petting, riding or otherwise handling of horses owned by me, one I borrowed or one who is in the care, custody and control of ELC.

Activity risk classification:

Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks present in such activity, despite all safety precautions. Accidents can result in, but are not limited to broken bones; disfigurement; disability and death. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumers Products), horse activities rank 64th among activities resulting in injuries that require a stay at a US hospital. Injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than other activities.

Nature of riding a horse:

No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times stronger and 3 to 4 times faster than any human. A fall from the horse to the ground is generally a distance of 3.5' to 5.5'. The impact may result in injury of the rider.

Horseback riding is the only sport where a much smaller, weaker predator (human) tries to impose its will on a much larger, stronger prey animal (horse) and where 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 is not limited to: stopping short; changing direction or speed at will; bucking; rearing; kicking; biting.

Rider responsibility:

Upon mounting 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 on a moving animal. The rider shall be responsible for his/her own safety.

Conditions of nature:

ELC 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. Examples include, but are not limited to: thunder; lightning; rain; wind; wild and domestic animals/insects (which may run/walk/fly by; sting/bite a horse or person), irregular footing on natural or man-made landscapes (as they are subject to constant change under the influence of weather and temperatures).

Inspection of premises:

I have inspected the ELC facilities and am satisfied with their condition and agree that they are safe for its intended purpose and usage.

Medical and personal liability insurance:

Should I require medical treatment, I and/or my medical insurance company will assume full responsibility for paying all the incurred expenses.

Should my actions or that of the horse I am riding/handling cause injury or damage of any kind, I and/or my personal liability insurance will assume full responsibility for paying the costs resulting from this occurrence.

Liability release:

In consideration of ELC allowing me and my child(ren)/legal ward(s) to participate in equine activities, under the terms as set forth in this agreement, I agree to hold harmless and release ELC and its associates from any legal liability.

I further agree that I shall nor bring any claims, demands, legal actions and causes of action against ELC and/or its associates for any economic and/or non-economic losses and that I will assume all risk of loss or damage, of whatever kind of nature or description, including bodily injury, illness or death to: my person; my child(ren)/legal ward(s); my property; another person's property in relation to the premises or as a result of and arising out of my participation in the equine activities offered by ELC or from any other cause, including the Corona-virus; defective tack; appliances; machinery; pets or any other kind of property of ELC.

I also agree to indemnify and reimburse ELC and its associates for any fees and costs, should they be required to incur attorney fees and costs to enforce this agreement.

SIGNER STATEMENT OF AWARENESS

I, the undersigned, have read and fully understand the agreement above, including:
the warnings; the release of liability and the assumption of risk.

I further attest that all facts relating to me, the applicant, are true and accurate.

Signature: _____ Effective date: ____/____/20____

(The parent or legal guardian must complete and sign this agreement for minors 18 & under.)