White Copy Stable/Yellow Copy Owner of Horse

Exclusive Equine Center
9610 140th St. N, Hugo, MN 55038 • Phone Number 651-775-1489 • Fax Number 651-433-9934

MASTER LIABILITY WAIVER AGREEMENT

Please Read Carefully Before Signing.
Serious Injury May Result From Your Participation In This Activity; Exclusive Equine Center Cannot Guarantee Your Safety.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: In consideration of the payment of a fee or agreement to accept a complimentary lesson or activity, and the signing of this agreement, I the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to audit and/or participate in riding instructions as a student at Exclusive Equine Center (now referred to as This Stable), and that this student will either audit or ride his/her own horse, or school horses provided by This Stable for instructional purpose, today and on all future dates:

Rider Name:_____Age if Under 18:_____
Does this rider have any physical and/or mental health conditions, problems, and/or disorders which may affect his/her safety and ability to ride a horse? Yes or No (Please Circle)

If "yes" describe here:_____

B. AGREEMENT SCOPE AND TERRITORY, AND DEFINITIONS: This agreement shall be legally binding upon me 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 MN. If any clause, phrase or words in conflict with MN 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 horses, 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 rider and the parents or legal guardians thereof if a minor.
C. 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 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. 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 of student riders, and This Stable follows a rigid safety program. Yet no riding horse is a completely safe horse. Horses are 5 to 15 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 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one such 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 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. 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 and calm aboard the moving animal. I agree 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 advise of their physician. This Stable advises pregnant women not to ride horses.
F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I understand that: This Stable 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, which may walk, run, or fly near, or bite or sting a horse or person; 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. 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 Stables Premises.
G. SADDLE GIRTHS/NATURAL LOOSENING: I understand that: Saddle girths (saddle fasteners around horse's belly) may loosen during the 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. ACCIDENT/MEDICAL INSURANCE: I agree that: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
I. PROTECTIVE HEADGEAR WARNING: I agree that: I have been fully warned and advised by this stable that I should purchase and wear protective headgear (equestrian riding helmet), 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, and even prevent death from happening as the result of a fall or other occurrence.
J. LIABILITY RELEASE: I agree that: In consideration of this stable allowing my participation in this activity, under the term set forth herein, I, the rider, and the parent or legal guardian thereof a minor, do agree to hold harmless and release This Stable, it's owners, agents, employees, officers, members, premises owners, and affiliated organizations, and 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 actions, and/or litigation, against This Stable and its associates as stated above in this clause, for any economic or 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.

All Riders and Parents or Legal Guardians 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. We further attest that all facts relating the applicant's physical condition and age are true and accurate.

_____ _____
Signature of Rider (Spouse must sign for themselves) Date Please Print Rider Name

_____ _____
Signature of Parent, Guardian and/or Spouse #1 Date Signature of Parent, Guardian and/or Spouse #2 Date

_____ _____
Address Home Phone Business Phone

_____
City/State/Zip