

Participation Agreement and Liability Release Form

This form must be completed by and for each participant

C.M. Four Winds Stable, hereinafter known as “THIS STABLE”

508 Mason Road, Milford, New Hampshire 03055

ATTENTION!

Under New Hampshire Law, A Participant in Equine Activities Assumes the Risk of Any Injury, Harm, Damage or Death and Any Legal Responsibility That may occur to Participant Resulting from the Inherent Risks Associated with Equine Activities.

Pursuant to R.S.A 508.19, equine professionals are not liable for damages resulting from the inherent risks of equine activities

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY

REGISTRATION OF RIDERS AND AGREEMENT PURPOSE – In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire from THIS STABLE a horse, tack, equipment and personnel for the purpose of horseback riding today and on all future dates on the Stable’s property or any other location (including but not limited to shows, trail rides, riding instruction, on or off Stable’s premises):

Participant / Rider Name	Age(if under 21)	Horse Riding Experience
		<input type="checkbox"/> Beginner (under 10 hours) <input type="checkbox"/> Over 10 hours
Does this rider have a physical or mental condition, which may affect his/her safety and ability to ride a horse, of which we should be aware? YES NO (circle one) If “Yes”, how can we help this rider with his/her special needs?		

WRITE INITIALS BELOW AFTER READING EACH SECTION. *Parents or Guardians must also initial*

_____/_____
AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered rider, and the parent 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 of New Hampshire and county of THIS STABLE’S physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect as if they had been executed by both parties subsequent to the invalid provision be expunged. The term “HORSE” herein shall refer to all equine species. The term “HORSEBACK RIDING” herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The term “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.

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS must also initial.

_____/_____ **INHERENT RISKS – I UNDERSTAND THAT** anyone riding or near a horse can suffer bodily and other injuries. I understand that this “Stable” chooses its horses for their calm dispositions and sound basic training. Yet, no horse is a completely safe horse. Horses are 5 – 15 times 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 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horses are unpredictable by nature. 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. I knowingly and freely assume all such risks both known and unknown and assume full responsibility for participation.

_____/_____ **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 aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

_____/_____ **CONDITIONS OF NATURE – 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, water, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bit or sting a horse or person; and irregular footing or out-of-door groomed or wild land which is subject constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

_____/_____ **SADDLE GIRTHS – NATURAL LOOSING – I 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 nearest instructor or counselor as quickly as possible so action can be taken to avoid slippage of the saddle and potential fall from the animal.

_____/_____ **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 expenses. My policy number _____ and my accident / medical insurance company is _____.

_____/_____ **PROTECTIVE HEARGEAR OFFERING – I,** for myself and on behalf of my child and/or legal ward, have been offered a SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and other wise being around horses, may prevent or 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. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider’s head, and that once provided I/WE will be responsible for securing the helmet on this rider’s head at all times. Mark an “X” below in the box before the statement which describes your choice to wear or not to wear, STABLE PROVIDED protective headgear;

PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which THIS STABLE provides.

I/WE request to wear protective headgear which I/WE will provide.

_____/_____ **LIABILITY RELEASE** I AGREE THAT; In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives assigns, members, owners of premises and trails, affiliated organizations, 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 STABLE’S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of actions against THIS STABLE gross negligence and willful and wanton misconduct. I shall not bring any claims, demands, legal actions and cause of action against THIS STABLE and 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 and/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, whether on or off the premises of THE STABLE.

ALL Riders and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign:

SIGNER STATEMENT OF AWARENESS
I/We the undersigned have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/We further attest that all facts relating to the applicant's physical condition, experience and age are true and accurate.

Signature of rider (Spouse must sign for themselves) _____
Date

_____ *for* _____
Signature of Parent, Guardian and/or Spouse #1 *Name of Rider (Please Print)* _____
Date

_____ *for* _____
Signature of Parent, Guardian and/or Spouse #2 *Name of Rider (Please Print)* _____
Date

Address in Full _____
Street *City* *State* *Zip*

Home Phone _____ *Business Phone* _____