

**EQUINE ASSISTED GROWTH & DEVELOPMENT SERVICES AGREEMENT,
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

SERVICE PROVIDER NAME, hereinafter known as "THIS PROVIDER."

Location or Address of THIS PROVIDER

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

A. REGISTRATION OF CLIENT 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 Equine Assisted Growth and Development Services, hereinafter known as EAGDS, as a client of THIS PROVIDER, and that I will either utilize my own horse or horse provided by THIS PROVIDER for EAGDS purposes.

CLIENT NAME (PLEASE PRINT NAME)	AGE (If under 18)	WEIGHT Over 240#?	HORSE HANDLING / 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 this client have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive, train and / or be near a horse? Yes No (Circle One)			
7. If you circled "YES," how can we help this client with his / her special needs?			
8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company <u>shall pay</u> for ALL such incurred expenses. → My medical insurance company is _____ My policy number is _____ O I do not carry medical insurance.			

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered client, 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 THIS PROVIDER'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS PROVIDER permits me (directly or indirectly) to enter THIS PROVIDER'S property, be on THIS PROVIDER'S property, be near any horse, receive riding, driving and / or training instruction, or guidance from its associates and / or when I ride, drive, train and / or am near horses on or off of THIS PROVIDER'S property. Any disputes by the client shall be litigated in, and venue shall be the county in which THIS PROVIDER 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 client and the parents or legal guardians thereof if a minor.

C. INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE 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 to 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 from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (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 also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS PROVIDER 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: THIS PROVIDER 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 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; 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 understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS PROVIDER to list all possible conditions for me.** The client and parent or legal guardian have inspected THIS PROVIDER'S facilities and are satisfied that all premise conditions are reasonably safe for this client's intended purpose, usage and presence upon THIS PROVIDER'S premises.

E. SADDLE GIRTHS / NATURAL LOOSENING WARNING I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Clients must alert THIS PROVIDER or their 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.

F. 1. 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 by THIS PROVIDER 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, driving, training and 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.

2. PROTECTIVE HEADGEAR / HELMET POLICY:
I understand and agree that THIS PROVIDER requires that all riders must wear ASTM Standard F 1163 Protective Headgear / Helmets.

G. LIABILITY RELEASE I / WE AGREE THAT: In consideration of THIS PROVIDER allowing my participation in this EAGDS activity, under the terms set forth herein, I, the CLIENT, 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 THIS PROVIDER, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their 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 PROVIDER'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS PROVIDER'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS PROVIDER and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic 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 THIS PROVIDER, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS PROVIDER, or in the care, custody or control of THIS PROVIDER, whether on or off the premises of THIS PROVIDER, but not limited to being on THIS PROVIDER'S premises.

H. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

All Clients and Parents 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 OF RISK AGREEMENT, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF CLIENT (Spouses must sign for themselves.) _____		DATE _____	
SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1 _____	DATE _____	SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2 _____	DATE _____
Address In Full _____		Home Phone # _____ Bus. Phone # _____	
PERSON TO CONTACT IN CASE OF EMERGENCY _____		RELATIONSHIP TO CLIENT () _____ PHONE NUMBER _____	