

ACKNOWLEDGEMENT OF RISKS

ASSUMPTION OF RISK AND RESPONSIBILITY

& RELEASE OF LIABILITY

**PLEASE READ CAREFULLY**

There are significant elements of risk in and adventure sport or activity associated with riding saddle animals (including but not limited to horses, mules and burros) and riding in or upon animal drawn vehicles, including but not limited to buggies, carriages, coaches, sleighs, and/or wagons (inferred to herein as ‘activity’), and the use of any related equipment.

ACKNOWLEDGEMENT OF RISKS: I recognize that there is an inherent danger in the use of any saddle animal, or animal drawn vehicle and that travel with or upon a saddle animal or animal drawn vehicle may involve hazards including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions; that motorized and non-motorized vehicles, other horses and riders, equipment failure, my ability to control or direct an animal, and the speed at which I proceed can pose a dangerous risk to my safety; that movement, noise, and contact with objects may frighten or cause an animal to move unpredictably and with force; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, expressed or implied, is being made as to habits, disposition, suitability, nature or physical condition of any animal. I realize that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that wearing a helmet while riding a horse is a basic precaution; and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures. The participant is hereby informed of the propensity of equines to behave dangerously and the inability to predict their reaction to sound, movements, objects, persons, or animals.

EXRESS ASSUMPTION OF RISK AND RESPONSIBILITY**: In recognition of the inherent risks of the activity, which I and any minor children for which I am responsible, will engage in, including approaching, handling, mounting, riding, and dismounting an saddle animal or animal drawn vehicle, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.**

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, and/or death; and acknowledge that if, during the activity, I/we experience fatigue, chill and/or dizziness; my/our reaction time may be diminished and the risk of an accident, increased.

COVENANT OF GOOD FAITH: I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate and activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of an injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of service or property provided, I, for myself and any minor for which I an parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: **Walnut Spring Stables and Walnut Spring Farm**,, it’s principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal an/or government agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever. I also understand that only students at Walnut Spring Stables may participate in the Stables’ trail rides, and I hereby verify that I am a Walnut Spring Stables riding student.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY AM WAIVING VALUABLE LEGAL RIGHTS.

Date Name of Participant Signature of Participant

Age of Participant: \_\_\_\_\_\_\_\_ If Participant is under 18, the Parent or Legal Guardian must also sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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This agreement shall be binding both today and at any future time when the participant is on the property or premises of Walnut Spring Stables

**HARD HATS MUST BEEN WORN AT ALL TIMES WHILE MOUNTED.**