

RELEASE OF LIABILITY PARENT/MINOR

This form must be completed by or for each participant in horseback riding and related activities at the

Turn Crest Stable, LLC

Hereinafter known as **TCS**, at 26947 County Hwy. 34, Kasson, MN 55944

Read Carefully Before Signing:

WITNESS THIS AGREEMENT this _____ day of _____, 2022, by and between **Turn Crest Stable**, hereinafter referred to as **MANAGER** and

(Riders Name) _____, hereinafter referred to as **RIDER**, and, if Rider is a minor, **Rider's parent or guardian name**,

_____. In consideration received, and in return for the use, today and on all future dates of the property, horses, facilities and services of Manager, Manager's instructors, employees and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

2. **RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON.** In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. **SADDLE GIRTHS/NATURAL LOOSENING - I UNDERSTAND THAT:** Saddle girths (fasteners around horse's belly) may loosen during ride. If a rider notices this he/she must alert the riding instructor so action can be taken to avoid slippage of saddle and a potential fall from the animal.

4. **PROTECTIVE HEADGEAR WARNING - I AGREE THAT:** I have been fully warned and advised by TCS that I should purchase and wear protective headgear (equestrian 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. It is understood that TCS-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 these helmets on this rider's head at all times. **Riders may buy their own at the Saddlery on the stable site.**

5. **ACCIDENT/MEDICAL INSURANCE - I AGREE THAT:** Should emergency or other medical treatment be required, I and /or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.

6. LIABILITY RELEASE - In consideration of TCS allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release TCS, its Owner, agents, employees, officers, members, and affiliated organizations from legal liability due to TCS's ordinary negligence: and I do further agree that except in the event of TCS's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and /or litigation, against TCS and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic 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 TCS, to include while learning about riding, or while riding, handling, or otherwise being near horses owned by or in the care, custody and control of TCS. 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. I/WE FURTHER ATTEST THAT ALL FACTS RELATIONS TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

All weekly lesson payments are made by the month and by the 1st of the month in full for that next month. If not paid by then a \$50.00 late fee is added and rider cannot ride until payment is made in full. Any returned check is charged \$35.00 + the late fee.

SIGNATURE OF RIDER OR PARENT/GUARDIAN IF UNDER 18)

EMAIL ADDRESS

ADDRESS IN FULL

HOME PHONE

Cell#

Rider Information

Name: _____

Name likes to be called: _____

Any riding experience:

Any Medical Information We Should Know:

DOB: _____

In case of Emergency we should call:

Riding program starting with: _____

Today's Date: _____ (Starting lessons)

Thank you for riding with Turn Crest Stable