



5940 Veeder Rd
Slingerlands, NY 12159
Phone: (518) 862-9151
www.jharidingacademy.com

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS

This form must be completed by and for each participant

JHA RIDING ACADEMY, herein after known as "This STABLE"

ADDRESS- 5940 Veeder Road, Slingerlands, NY, 12159 PHONE- (518) 862-9151

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PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

- A. 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 voluntarily request and agree to participate in riding instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates.

<u>Name</u>	<u>Age</u>	<u>Riding Experience</u>

Does this rider have physical or mental health problems that may affect his/her ability to ride a horse: YES NO
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 the state of THIS STABLE'S physical location. If any clause, phrase or work is in conflict with state 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 of horses, whether from the ground or mounted. The term "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 student/rider and the parents or legal guardians thereof if a minor.
- C. ACTIVITY RISK CLASSIFICATION - I UNDERSTAND THAT: Horseback riding is classified as 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 for STUDENT RIDERS, and THIS STABLE follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 5 times faster than a human. If a rider falls from a 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 much 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, Striking, 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,



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and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

- F. **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, 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.
- G. **SADDLE GIRTH/NATURAL LOOSENING** – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse’s belly) may loosen during ride. If a rider notices his 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. My accident/medical insurance company is _____ and policy number is _____.
- 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. This stable mandates that helmets be worn at all times while riding on THIS STABLE’S property.
- J. **LIABILITY RELEASE** – In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof is a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, and affiliated organizations 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 action, and/or litigation against THIS STABLE 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 THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE. I also understand that in the event of a lawsuit, THIS STABLE shall be entitled to collect all reasonable attorney fees and other damages.

All Riders and Parents or Legal Guardians must sign below after reading this entire document.

SIGNERS STATEMENT OF AWARENESS

WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

Signature of Rider (Spouses must sign for themselves)
Print Name Here

Date

Signature of Parent, Guardian and/or Spouse of Rider
Print Name Here

Date

Address
Phone Number

Business Phone Number

E-mail

Home