

**HORSE RENTAL AGREEMENT AND EQUINE LIABILITY RELEASE , WAIVER  
OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS.**

*This form must be completed by and for each participant.*

BLACK LOCUST STABLES, hereafter known as "THIS STABLE".

Location: 6442 East Lake Road, Mayville, NY 14757

PLEASE READ CAREFULLY BEFORE SIGNING!

**NOTE: Serious injury may result from your participating 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 and equipment and personnel for purpose of horseback riding on this reservation date and on all future dates:

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                      (Tick where appropriate)

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 parents or legal guardians thereof if a minor, my heirs, estate, assigns, including minor children, and personal representatives, and it shall be interpreted according to the laws of the state and country of THIS STABLE physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase or word is in conflict with state law, then the 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, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

Initials here

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**ACTIVE RISK CLASSIFICATION** – I UNDERSTAND THAT : Horseback riding is classified as RUGGED ADVENTURE RECREATION SPORT ACTIVITY, and that there are numerous obvious and nonobvious 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 64<sup>th</sup> 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. I/WE further understand that applicant will be participating in a “TRAIL RIDE” and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or PLAINS and/or WETLAND, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO; MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

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**NATURE OF STABLE HORSE** – I UNDERSTAND THAT : THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginners riders, and THIS STABLE follows a rigid risk reduction program. Yet, no horse is a complete safe horse. Horses are 5 to 15 times as large, 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 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 another much larger, stronger prey animal with a mind of its own (horse) and each is 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, Biting, or Running from danger.

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**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, and that of an unborn child if the rider is pregnant. THE STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician.

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**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 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.

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**CARRY-ON OBJECTS AND SHARP NOISES – I UNDERSTAND THAT :** Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

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

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**ACCIDENT/MEDICAL INSURANCE – I AGREE THAT:** Should emergency medical treatment to required, I and/or my own accident/medical insurance company SHALL PAY for ALL such incurred expenses. My accident/medical insurance company is

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and my Policy Number is \_\_\_\_\_

**PROTECTIVE HEADGEAR 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 otherwise 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 a perfect fit for each rider's head and that once provided I/WE will be responsible for securing the helmet on the 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.

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

YES (Tick if appropriate)

PROTECTIVE HEADGEAR REFUSAL: I/WE refuse to wear any type of protective headgear and/or will provide MY/OUR own. I/WE accept full responsibility for MY/OUR safety in this decision.

YES (Tick if appropriate)

**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, and discharge, THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of the 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 THIS STABLE’S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes 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 THIS STABLE. I shall pay all costs and attorney's fees from any legal proceedings which I may bring contrary to this agreement, and which is resolved in favor of its agents, servants, employees and associates.

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ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN AFTER READING THE ENTIRE DOCUMENT. EACH SPOUSE / PARTNER MUST SIGN FOR THE OTHER:

**SIGNED STATEMENT OF AWARENESS**

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE HAVE CONSULTED AND RELIED UPON MY/OUR OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH AND I/WE HAVE NOT RELIED UPON THE SPONSOR, PROFESSIONAL OR ANY OTHER PERSON ASSOCIATED WITH THE STABLES FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

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NAME OF RIDER # 1 (Please print)

\_\_\_\_\_  
SIGNATURE OF RIDER

\_\_\_\_\_ DATE

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR PARTNER/SPOUSE of Rider

Rider's address in full:

Home Phone #: \_\_\_\_\_

Bus. Phone #: \_\_\_\_\_