

CROSSTIMBERS EQUESTIAN CENTER

Liability Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

- A. Voluntary 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 horse related activities at this facility, event or show. I know there is no particular necessity for my participation or my child's participation if a minor, in the horse related activities. The persons and facilities being release by this agreement have no unusual control over me or my child. Indeed, I and my child do **NOT** have to participate.
- B. Agreement Scope This agreement shall be legally binding upon me, the participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children and personal representatives; and this agreement shall be interpreted according to the laws of the State of Oklahoma. Any disputes shall be litigated in, and venue shall be proper in Cleveland County, Oklahoma.
- C. Definitions "Horseback Riding" and "Horse Activities" shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. "Horse" shall refer to all equine species. "Rider" and "Participant" 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 following listed individual and parents or legal guardian thereof if a minor.
- D. Horse Activity Risk I UNDERSTAND THAT: Horseback riding is classified as a dangerous sporting activity, and that there are unlimited obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe and may result in death to me or my child. The risks in horseback riding include, but are not limited to: the propensity of the horse to behave in ways that may result in injury or death; the unpredictability of a horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or animals; certain hazards such as surface and subsurface conditions, whether known or unknown by the sponsor, instructor, landowner, or facility owner or their agents; collisions with other horses or objects; the potential of another participant or another person to act in a negligent manner that may contribute to the injury of me or my child. If a participant falls from the horse it will generally be at a distance of 3-6 feet, and the impact may result in serious injury to the participant. 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 from side to side, bucking, rearing, kicking, biting, running from danger or intentionally injuring its rider or participant. No riding horse is completely safe, whether it is a schooling horse, my horse, or some other person's horse.
- E. Rider Responsibility I UNDERSTAND THAT: Upon mounting a horse, the rider is in primary control of the horse. The rider's safety depends wholly upon his/her ability to remain balanced aboard the horse. I agree that I am responsible for my own child's safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride only under the advice of their physician. I understand that I am not to ride if I am pregnant, unless I have a release from my physician.
- F. Inspection of Premises I UNDERSTAND THAT: This facility or instructor 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, but are not limited to: 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 the arena, groomed or ungroomed native land which is subject to constant change in conditions according to the weather, temperature, horse activities, and natural and man-made changes in landscape. The rider and parents or legal guardian have inspected the premises and facilities and are satisfied that all conditions are safe for rider's intended purpose, usage and presence.
- G. Accidental/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.
- H. Protective Headgear Warning I UNDERSTAND 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 may even prevent death from happening as the result of a fall or other occurrence.
- I. Oklahoma Law I AGREE THAT: Oklahoma has a limited liability law that allows me to extend any waiver of liability which the law may grant. I understand that I am giving up certain rights under that law by signing this agreement and that by signing this agreement I am extending the waiver of liability provisions of that law.

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J. Liability Release I UNDERSTAND AND AGREE THAT: In consideration of this facility, instructor, or event sponsor, me or my child's participation in the inherently, dangerous activity, I, the undersigned participant, or the parent or guardian thereof if a minor, agree to hold harmless, release and indemnify THIS FACILITY, SPONSOR OR INSTRUCTOR, facility owners and operator, event management, agents, employees, officers, members, premise owners, affiliated organizations, guest, and their heirs, executors, successors, assigns and insurers from legal liability, loss, damage, or injury due to the ordinary negligence of THIS FACILITY, SPONSOR OR INSTRUCTOR and IT'S ASSOCIATES as stated above in this clause. I do further agree that I shall bring no claims, demands, actions and cause of actions and/or litigation, against THIS FACILITY, SPONSOR OR INSTRUCTOR and ITS ASSOCIATES as stated in this clause, for any economic or non-economic 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 facility while horseback riding, handling, or otherwise being near a horse whether such injury of loss resulted, directly or indirectly, from the negligent acts or omissions of the FACILITY, SPONSOR OR INSTRUCTOR and ITS ASSOCIATES as stated in this clause.

SIGNOR STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THIS AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT I/WE ARE GIVING UP CERTAIN RIGHTS AND THAT I HAVE SIGNED IT VOLUNTARILY WITHOUT AND IDUCEMENT AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Please Complete in Full:

Riders Name: _____ Age: _____ Birthday: ____/____/____
Riders Experience: _____ Beginner _____ Intermediate _____ Advanced

Does this rider have any physical and/or mental health conditions, problems, and/or disorders which may affect his/her safety ability to ride a horse, or ability to understand instructions? YES or NO

If YES is answered, please explain condition: _____

Signature of Rider/Participant

_____/_____/_____
Date

Signature of Parent or Legal Guardian (If under 18 yrs)

Relationship to Rider

Full Address

Phone Numbers

Home

Cell

Work

Email: _____

Emergency Contact

Relationship

Phone Number