

## RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM

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

### WINDY RIDGE RANCH, LLC

hereinafter known as "WRR", at 2700 MANNING AVE SO, WOODBURY, MN 55129.

#### READ CAREFULLY BEFORE SIGNING : **SERIOUS INJURY MAY RESULT FROM PARTICIPATION IN THIS ACTIVITY. WRR 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 or riding instruction as a student at WRR, and that this student will either ride his/her own horse, or school horses provided by WRR for recreational or instructional purpose, today and on all future dates:

Rider Name(s) (Please print)	Age	Height	Weight (not to exceed 220# and should be in proportion to height)	Horse Riding Experience
				<input type="checkbox"/> UNDER 10 HOURS <input type="checkbox"/> OVER 10 HOURS
Riding is a rigorous activity. Does this rider have physical or mental health problems which may affect his/her ability to ride a horse? <input type="checkbox"/> YES <input type="checkbox"/> NO    If "yes" describe here: _____				
<b>INSURANCE INFORMATION IS REQUIRED. My ACCIDENT/MEDICAL INSURANCE COMPANY is _____</b> <b>and POLICY NUMBER is _____</b>				

**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 WRR's physical location. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The terms "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. In the course of learning to ride, ground-work activities such as tumbling and "riding" suspended barrels, and emergency dismounting from the horse are intended to make riding safer, but these are strenuous activities which themselves carry serious risks.

**D. NATURE OF WRR'S SCHOOL HORSES – I UNDERSTAND THAT:** WRR chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and WRR 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 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. 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.

**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, 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:** WRR 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 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.

**H. 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.

**I. PROTECTIVE HEADGEAR WARNING -- I AGREE THAT:** I have been fully warned and advised by WRR 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 WRR-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.

**J. LIABILITY RELEASE** – In consideration of WRR 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 WRR, its owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to WRR'S ordinary negligence; and I do further agree that except in the event of WRR'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against WRR 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 WRR, 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 WRR. 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 RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.**

SIGNATURE OF RIDER OR PARENT/GUARDIAN (IF UNDER 18) \_\_\_\_\_ DATE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_ BUS. PHONE \_\_\_\_\_