

Seeds of Hope Youth Ranch

3974 W Pioneer Rd

Duluth, Mn 55803

Horse, equestrian, riding and services agreement, Liability release and assumption of risk agreement (for individuals).

Registration of Participation and Agreement Purpose:

Read carefully and complete all sections before signing.

I, the following listed individual and the parents or legal guardians thereof, (if a minor), do hereby voluntarily agree to participate in horse services and/or equestrian services and/or riding and services provided by this Ranch.

Participant Name (Please print)	Age (If Under 18)	Weight over 225lbs??	Horse Riding Experience <u>Circle below</u> <u>which applies</u>
FIRST NAME	AGE	YES	Beginner less than 15 hours
LAST NAME	DATE OF BIRTH	NO	Over 15 hours experience

Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? (circle one) YES NO

If you circled "yes", how can we help this participant with his/her needs?

Medical Insurance

I/We Agree that: Should medical treatment be required, I and/or my medical insurance shall be responsible for all such incurred expenses.

Medical Insurance Company: _____ Policy Number _____

I do not carry medical Insurance (please check here) _____

**Please initial below each section after reading.
Parent/Guardian must also initial each section.**

1. **Agreement scope, Territory and definitions.** This agreement shall be legally binding upon me, the registered participant, 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 and county of THIS STABLES property location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLES property, be on the Ranches property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off this STABLES property. Any disputes by the participant shall be litigated in and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word in conflict with the state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "we", "me", "my", shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

2. **Inherent Risks/Assumption of Risks** I acknowledge that: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in, (meaning an integral part of), horse/equine/animal activities, regardless of all feasible safety measures which can be taken and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death or loss to person on or around the animal: The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals: Hazards, including, but not limited to, surface or subsurface conditions: A collision, encounter and/or confrontation with another equine, animal, a person, or an object: The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss to the participant or to other person, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-10 times larger, 20-40 times more powerful and 3-4 times faster than a human. If a rider falls from the horse to ground level it will generally be a distance of 3.5 to 5.5 feet and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with another much larger, stronger prey animal that has a mind of its own, (the 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, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

3. **Wilderness Experience Participation, Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning and Inspection of Premises.** I/We acknowledge that: The participant may be taking part in a "Wilderness Experience" that may be hazardous to people. I/We acknowledge that the meaning of: "Wilderness Experience" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, forest and/or hills and/or mountains and/or plains and/or wetlands, 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. I/We acknowledge that: THIS STABLE IS NOT responsible for total or partial acts, occurrences or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements 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: 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. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS STABLES' facilities and satisfied that all premise conditions are reasonably safe for the participants intended purpose, usage and presence upon THIS STABLES premises.

4. **Carry-On Objects Warning and Sharp, Loud Noises Warning:** I/We acknowledge that: when approaching, mounting and riding horses. I must not carry loose items that may fall or blow away or flap in the wind or bounce, make sharp noises, loud noises, the action of which may scare horses causing them to react in unsafe ways. Some Examples Are: cameras, cell phones, hats not securely fastened under chin, toys and purses. When near or riding a horse, participants must not make sharp or loud noises such as whistling, screaming, or yelling; the sound of which may scare horses causing them to react in unsafe ways.

5. **Saddles Girth Loosening Warning:** I/We acknowledge that: saddles girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

6. **Protective Headgear/Helmet Warning and Offering:** I/We agree that: for myself and on behalf of my child an/or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet, should be worn while riding, handling and/or being near horses and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall and other occurrences. I/We acknowledge that: THIS STABLE has offered my and my child and/or legal ward if applicable, protective headgear/helmet. I/We acknowledge that: once provided, to wear the protective headgear/helmet offered that I/We are responsible for properly securing the headgear/helmet on the participants head at all times. I am not relying on THIS STABLE and /or its associates to check headgear or helmet strap that I, my child, or legal ward may wear or to monitor my compliance with this suggestion at any time now or in the future.

7. **Liability Release:** I agree that: in consideration of Seeds of Hope Youth Ranch allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, officers, employees, directors, representatives, volunteers, members, owners of premises and trails, affiliated organizations, and insurers and others acting on their 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 STABLES and/or its "Associates" ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLES gross negligence and/or willful and/or 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 and/or death and/or 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 me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

**EACH PARTICIPANT AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW
AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT;**

SIGNER STATEMENT OR AWARENESS

I/We, the undersigned, represent that I/We have read and do understand the foregoing agreement, liability release and assumption of risk agreement. I/We understand that by signing this document I/We are giving up the rights to sue today and in the future. I/We attest that all facts are true and accurate. I/We are signing this while of sound mind and not suffering from shock, under the influence of alcohol drugs or intoxicants.

<u>DATE</u>	
X _____ Signature of Participant (spouse must sign for themselves)	
X _____ Signature of Parent/Guardian and/or Spouse	
X _____ Signature of Parent/Guardian and/or Spouse	

Address/Phone

<u>Street:</u>	
<u>City:</u>	
<u>Zip Code:</u>	
<u>Home Phone:</u>	<u>Cell Phone:</u>

_____	_____
Emergency Contact	Relationship to Participant
Phone number of Emergency Contact:	

Release of Liability for Horse Stables

Liability Release:

I hereby agree that in consideration of **the Seeds of Hope Youth Ranch** (hereinafter **SOHYR**), allowing my participation in this activity and use of its facilities, 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, if any, do agree to hold harmless, release and discharge **SOHYR** its owners, agents, employees, officers, directors, representative, assigns members, owners of 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 **SOHYR** and/or its Associates' ordinary negligence; and I do further agree that except in the event of **SOHYR** and/or its Associates' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **SOHYR** and/or its Associates as stated above in this clause, for any economic and/or 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/or operation of **SOHYR** to include riding, handling or otherwise being near horses owned by or in the care, custody and control of **SOHYR** whether on or off the premises of **SOHYR**. The agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable.

Parents name print:	Parents Signature:
Address:	City/State/Zip
Phone:	Email:
Child name print:	Child Signature