



**Mimi C. Peters Riding School
Silver Lining Farm**

Riding Instruction Agreement and Liability Release Form for Individuals

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS
ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

1. **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, personnel and trail for the purpose of horseback riding today and on all future dates:

Rider Name	Age (if under 21)	Weight over 240 lbs.	Horse Riding Experience (Check which one applies)
	_____	_____ Yes _____ No	_____ Beginner (less than 10 hrs. formal English lessons) _____ More than 10 hrs.

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse?

YES NO (Circle one.) If "Yes", describe here:

WRITE INITIALS AFTER READING EACH SECTION. PARENTS OR GUARDIAN MUST ALSO INITIAL.

2. **AGREEMENT SCOPE, 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 all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **THIS STABLE'S** 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 the 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, ponies, mules, or donkeys, whether from the ground or mounted. The term “**RIDER**” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term “**I**”, “**ME**”, or “**MY**” shall herein refer to the above-registered rider and the parents or legal guardians thereof if a minor. _____
3. **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 (Nation 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. I/WE further understand that applicant may be participating in a “WILDERNESS EXPERIENCE” 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 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.** _____
4. **NATURE OF SCHOOL HORSES** – I UNDERSTAND THAT: **THIS STABLE** chooses its school horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and **THIS STABLE** follows a rigid safety program. Yet, no 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 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 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

10. **PROTECTIVE HEADGEAR OFFERING** – I, for myself, and on behalf of my child and/or legal ward, have been offered protective headgear (riding 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 head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that **STABLE-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 the helmet on this rider’s head at all times. _____

Mark an “X” below in the box before the statement, which describes your choice to wear **STABLE-PROVIDED** protective headgear or your own headgear:

- { } I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH **THIS STABLE PROVIDES.**
- { } I/WE AGREE TO PROVIDE MY/OUR OWN PROTECTIVE HEADGEAR.

11. **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 legal guardian thereof is a minor, do agree to hold harmless and release **THIS STABLE**, its owners, agents, employees, officers, members, premises owners (including Davis Pilot), insurers, 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 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 STABLE**, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of **THIS STABLE**. _____

All riders and parents or legal guardian must sign on the next page after reading this entire document. Each spouse must also sign on the next page.

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 APPLICANTS PHYSICAL CONDITION AND EXPERIENCE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER
(SPOUSES MUST SIGN FOR THEMSELVES)

DATE

SIGNATURE OF PARENT, GUARDIAN,
AND/OR SPOUSE #1 FOR

DATE

NAME OF RIDER (PLEASE PRINT)

SIGNATURE OF PARENT, GUARDIAN
AND/OR SPOUSE #2 FOR

DATE

NAME OF RIDER (PLEASE PRINT)

WITNESS

DATE

ADDRESS IN FULL:

HOME PHONE NUMBER:

BUSINESS PHONE NUMBER:
