

Rolling Stone Ranch Equine Activities Liability Release

P.O. Box 125 Bethel, NY 12720

845-583-1100

Boarders, Lessons, Pony Rides, Pony Parties, Summer Riding Program Trail Rides

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your/your child(ren's) participation in this activity.

Rolling Stone Ranch cannot guarantee your safety.

Registration of riders and agreement purpose: All those involved with equine activities signing this agreement and the parents of the minors listed on this form do hereby voluntarily agree to their own or their children's participation in riding and equine activities at Rolling Stone Ranch. This agreement shall be legally binding upon the registered student, and/or 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 New York State and Sullivan County. Any disputes with the rider shall be litigated in, and venue shall be in, Sullivan County. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein after 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 terms "Camper and/or Rider" shall herein after refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I/We" shall herein refer to the riding school student or parents of the registered student on the opposite side.

Activity risk classification: I/We 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.

Nature of Rolling Stone Ranch's Horses: I/We understand that Rolling Stone Ranch chooses its horses for their calm dispositions and sound basic training as is required for use for riders, and Rolling Stone Ranch follows a rigid safety program. No riding horse is a completely safe horse. The Rider does understand that equine activities are considered dangerous and can result in serious injury and even death to persons engaging in these activities. Horses are subject to flight or fight instincts when placed in a situation in which the equine feels threatened. No amount of training can eliminate this instinct possessed by the equine and thus the equine is to be considered a possible danger to the Rider and to those persons engaging in all activities involving the equine. Rolling Stone Ranch cannot be held responsible for any and all injuries or death associated with engaging in activities with equines.

Conditions of nature and inspection of premises: I/We understand that Rolling Stone Ranch 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. Examples include; thunder, lightning, rain, wind, wild and domestic animals, insects, that may walk, run or fly near, or bite or sting a horse or person. Irregular footing on outdoor groomed, or wild land which is subject to constant changes in landscape. The Rider will follow all the barn rules, as posted in the barn. These rules are for every person on the property, for whatever reason, and are not subject to exception. Any Rider breaking any rule as posted, repeatedly will result in termination of this agreement immediately, and will no longer be allowed on the farm property for any reason. The Rider has read and understood all the stable rules and will abide by them at all times. Rolling Stone Ranch is NOT responsible for any injury or death resulting from disobeying the rules. We have inspected Rolling Stone Ranch's facilities and are satisfied that all premise conditions are reasonably safe for riders intended purpose, usage, and presence upon Rolling Stone Ranch's premises.

Conditions of Inspection of Tack and Equipment: I/We understand that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the horse. The Rider was instructed by the instructor for the proper use of riding apparel and equipment for safety. This includes, but is not limited to, an approved riding helmet and hard leather boots with a heel. The Rider agrees to wear the proper safety equipment while engaging in any and all activities associated with equines. The student agrees to purchase or borrow from Rolling Stone Ranch protective headgear which meets or exceeds the quality of the SEI certified ASTM standard F 116:3 Helmet. Helmets will be worn while riding and being near horses and Rolling Stone Ranch is NOT responsible for any and all injuries or death resulting from improper use or fit of safety equipment. The Rider (and any minor children) will be thoroughly certified by the instructor as having the necessary skills and ability to ride, tack, groom and handle equines. Rolling Stone Ranch is NOT responsible for any and all injuries or death resulting from improper management of the equine.

Accident/Medical Insurance: I/We (rider/parent/legal guardian) agree that; should emergency medical treatment be required, I/We and/or my own accident/medical insurance shall pay for all such expenses.

(Rider/Parent/Legal guardian) Accident/Medical Insurance company is: _____

And my policy/ID Number is: _____

Liability Release: I/We agree that; inconsideration of this program, allowing myself or our child's participation in these riding activities, under the terms set forth herein, I or we – the parent, for ourselves and on behalf our child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Rolling Stone Ranch, its owners, officers, director, agents, employees, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and other acting on its behalf (herein; collective referred to as "Associates"), of and from all claims, demands, uses of action and legal liability, whether the same be known or unknown, anticipated or unanticipated; due to Rolling Stone Ranch's and/or it Associates ordinary negligence; and I or We the parents, do further agree that except in the event of Rolling Stone Ranch's gross negligence and willful and wanton misconduct, I/We (rider, parent, legal guardian, family) shall not bring any claims, demands, legal actions and causes of action, against Rolling Stone Ranch, 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 Rolling Stone Ranch, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Rolling Stone Ranch, or participating in any of the school activities, whether on or off the premises of Rolling Stone Ranch.

Photo Release: I/We give our permission for Rolling Stone Ranch to use any photos of myself/our child(ren) for any photographic materials.

SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement, warnings release and assumption of risk. We further attest that all facts relating to the rider's physical condition, experience, and age are true and accurate.

RIDERS OVER 21 OR PARENTS or legal guardians must sign below after reading this entire document:

Circle One: Lesson Pony Ride Boarder Rider Summer Program Trail Ride

Rider's Name _____

Name of Parent/Guardian _____

Rider's Birthday _____

Address _____

Telephone Number _____

Email _____

Emergency Contact Name & Phone Number _____

Date _____

Signature/Name of parent (Rider if over 21) _____