

CIRCLE LAKE RANCH, INC. EQUESTRIAN RIDING INSTRUCTION LIABILITY RELEASE AND MEDIA RELEASE

This form must be completed by and for each participant. Please read carefully before signing. Serious injury may result from your participation in this activity. Circle Lake Ranch, Inc. and all employees and officers are hereinafter known as "THIS STABLE".

This stable does not guarantee your safety.

1. REGISTRATION OF RIDERS – In consideration of payment of a fee and the signing of this agreement, I, the following listed individual or the parent(s) or legal guardian(s) of a minor, do hereby voluntarily request and agree to participate or allow participation in riding instruction, riding and/or handling of horses, today and on all future dates.
2. RIDER NAME: _____ AGE: _____
WEIGHT OVER 180 LBS? _____ NO RIDER EXPERIENCE: _____ UNDER 10 HOURS _____ OVER 10 HOURS
Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs which may affect his/her safety and ability to ride a horse? _____ If YES please tell us how we can help you with special needs:

3. ACCIDENT/MEDICAL INSURANCE: I AGREE THAT if emergency medical treatment is required I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Insurance Provider: _____ GROUP: _____
4. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me, the registered student, and the parent(s) or legal guardian(s) thereof and 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. If any clause, phrase, or word is in conflict with 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 all equine species, 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 parent(s) or legal guardian(s) therefore of a minor.
5. ACTIVITY RISK CLASSIFICATION: I UNDERSTAND THAT Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to past NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank approximately 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.
6. NATURE OF THIS STABLE'S HORSES: I UNDERSTAND THAT THIS STABLE chooses its school horses for their suitable dispositions and sound basic training as is required for use by student riders, and THIS STABLE 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 a horse to the ground it will generally be at a distance of from 3.5 feet to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator (human) tries to impose its will on, and become one unit with, another much larger and stronger prey animal (horse) with a mind of its own and each has a limited understanding of the other. For any reason a horse may divert from its training and act according to its natural survival instincts with may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, whirling, turning, biting, falling or running from perceived danger.
7. RIDER RESPONSIBILITY: I UNDERSTAND THAT upon mounting a horse and taking the reins in hand the rider is in primary control of the horse. The rider's safety largely depends upon the rider's ability to follow instructions and remain balanced aboard the horse at different speeds. I agree that the rider shall be responsible for the rider's own safety, including that of an unborn child if the rider is unknowingly pregnant. **THIS STABLE does NOT allow pregnant women to ride horses.**
8. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I UNDERSTAND THAT THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can frighten or irritate a horse or 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 and 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. The rider and parent(s) or legal guardian(s) have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S premises.
9. SADDLE GIRTH'S NATURAL LOOSENING: I UNDERSTAND THAT Saddle girths (the saddle fastener around a horse's abdomen) may loosen during a ride. If a rider notices this, the rider must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal.
10. PROTECTIVE HEADGEAR WARNING: I AGREE THAT I have been warned and advised by this stable that I should purchase and wear protective equestrian riding helmet of a quality not less than ASTM/SEI CERTIFIED and that this is required while riding, being around,

mounting or dismounting horses at THIS STABLE without exception. These helmets can prevent or reduce the severity of a helmet wearer's head injuries and may prevent the wearer's death as the result from an accident.

11. LIABILITY RELEASE: I AGREE THAT in consideration of THIS STABLE allowing my or my minor child's participation in this activity, under the terms set forth herein, I the rider, and the parent(s) or guardian(s) thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, shareholders, premises owners, trainers, affiliated organizations and insurers from legal liability for any reason, **whether or not from THIS STABLE'S ordinary negligence or gross negligence**, and I do further agree that I shall bring no claims, demands, actions and causes of action and/or litigation against THIS STABLE, its employees, trainers, officers, directors and/or shareholders, the property owners upon which THIS stable conducts its business as stated above , for any economic and non-economic losses due to bodily injury, death, 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 or in the care, custody and control of THIS STABLE or the owners of the property upon which THIS STABLE conducts its business.
12. PHOTOGRAPHS, VIDEO, AUDIO, WEBSITE AND SOCIAL MEDIA PRODUCTIONS: I AGREE THAT the aforementioned digital media may be made or used of RIDER either alone or together with others, during horseback riding events or at such times or places as THIS STABLE shall designate. RIDER and the parent(s) or guardian(s) thereof if a minor, agree that all rights in such aforementioned digital media, including but not limited to, rights of sale, reproduction, use and distribution for advertising or commercial use shall belong to THIS STABLE, which may make whatever use of such photographs, video productions, audio productions, websites or social media productions as it may desire. The undersigned hereby grant to THIS STABLE the non-exclusive right to use the RIDER'S first name or likeness for any and all commercial benefit and purpose, without limitation, in perpetuity, in all media whether known or unknown.
13. RIDERS ARE EXPECTED TO Ride in appropriate clothing including but not limited to: jeans or breeches (no shorts), proper western or English riding footwear. Thongs, sandals and tennis shoes are not allowed while mounted and are discouraged on premises. Bare feet are prohibited from THIS STABLE. Riders are also expected to exhibit proper conduct while on premises including abiding by the barn safety rules which are posted at the entry gate of THIS STABLE, and to follow instructions given by employees of THIS STABLE. Failure to exhibit proper conduct and behavior will result in a forfeiture of lesson monies paid and a cancellation of services provided by THIS STABLE.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

14. SIGNER STATEMENT OF AWARENESS: All riders and parent(s) or legal guardian(s) must sign below after reading this entire document. Students are not allowed to mount or interact with horses without providing a fully completed liability waiver form.

_____	_____	_____	
Adult Student's Signature or Name if Minor	Date	Student's Printed Name	
_____	_____	_____	
First Parent or Guardian's Signature	Date	First Parent or Guardian's Printed Name	
_____	_____	_____	
Second Parent or Guardian's Signature	Date	Second Parent or Guardian's Signature	
Address: _____			
Street	City	Zip	Email
Telephone Numbers: _____			
Adult Student's Cell	First Parent/Guardian Cell	Second Parent/Guardian Cell	