

AUTUMN ROSE FARM LLC LIABILITY RELEASE FORM

This Liability Release and Express Assumption of Risk agreement is made and entered this _____ Day of _____ 20___. This agreement is by and between AUTUMN ROSE FARM LLC and the student _____ (A PARENT OR GUARDIAN TO SIGN HERE IF CHILD IS A MINOR) _____.

1. I request for myself or on the behalf of my child or legal ward to participate in riding instruction as a student with Autumn Rose Farm LLC. (Hereafter referred to as “this stable”). This student will ride a horse provided by this stable for instructional purposes; the instructor will assign the horse based on suitability; and only with special approval from Autumn Rose Farm should the student ride his or her own horse.

2. The student and /or parent or guardian understands that:

- a. Horses are unpredictable by nature and when frightened, angry or under stress they may react dangerously; including kicking, biting, rearing or running.
- b. Simple occurrences such as sounds, sudden movement, unfamiliar objects or persons, or other animals may frighten the horse and trigger such unpredictable behavior.
- c. Invisible hazards including but not limited to surface or subsurface conditions can also present a danger.
- d. There is a risk of collision with another horse, other animal, person or object.
- e. There is the potential of an equine activity participant acting in a negligent manner that may contribute to injury, death or loss to that person or to others including but not limited to failing to maintain control over a horse or failing to act within the ability of the participant.
- f. While these types of occurrences are rare under normal circumstances, these may occur and the student and/or parent or guardian is voluntarily assuming such risks and potential dangers.

3. The student and/or parent or guardian understands that upon mounting the horse and taking up the reins, the student is in primary control of the horse and this stable cannot be responsible for the results of the student’s actions or inactions. The student understands that instruction from appointed instructors projects accepted safe methods and agrees to follow that instruction to the best of his/her ability. The student further agrees to not abuse, misuse, or deliberately agitate the horse; these actions will result in increased risk to the student and others.

4. I understand that Autumn Rose Farm provides no accident and/or health insurance to students, and that the student or parent/guardian is responsible for providing such policies.

5. I will read and observe all posted policies and safety rules and agree to follow such policies and all safety directions from stable employees and all instruction to the best of my ability.

6. I hereby, for myself, my heirs, administrators and assigns release and discharge the owners, operators, and sponsors of this stable and their respective agents, officers, employees and all other participants of and from all and/or property, including those claims that might arise from future activities.

7. I am hereby advised that an ideal safety program would include the wearing of a safety helmet and riding boots in and around the stable and while riding so as to avoid head injuries. Understanding that I am accepting full responsibility for my decision I CHOOSE TO (Check One):

- a. _____ Provide my own such gear.
- b. _____ Wear the gear provided by this stable; understanding that while it is safe and of good quality, it may not be of perfect fit and therefore may provide its own potential hazards.
- c. _____ Refuse to wear such gear.

8. I understand that, except in the event of this stable's wanton and willful negligence, I am responsible for injury or property damage which I or my legal ward may sustain while involved in the activities of this program, or in transit to or from the activities including those related activities that may occur off grounds of Autumn Rose Farm. I am responsible for time lost from work or school as a result of injury or property damage.

9. During the past two years, the student has ridden (check one):

_____ Less than 10 hours _____ 10-20 hours _____ More than 20 hours.

10. I understand that lesson fees are due prior to the lesson and that subsequent lessons must be secured with a deposit equal to the lesson cost.

11. I understand and agree that upon registration for this instruction, I am financially responsible for the attached fees regardless of my attendance. If I miss a lesson without 24 hours prior notice, I will forfeit my posted deposit and must post another deposit before continuing lessons.

THE ABOVE IS AGREED AND SIGNED IN THE STATE OF OHIO

_____	_____
Date	Address
_____	_____
Signature of Student or Parent/Guardian of minor	Phone
_____	_____
Autumn Rose Farm LLC	Email

Print Name	



**Agreement For Release and Waiver of Liability
For Riding and Boarding at Wild Oats Farm, LLC**

I request permission for _____ or for myself, to participate in horseback riding and/or showing at Wild Oats Farm LLC. I fully understand that horseback riding, being around horses, and showing are considered equine activities and thus are inherently dangerous activities.

Specifically:

"Inherent risk of an equine activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- a) The propensity of an equine to behave in ways that may result in injury, death or loss to person on or around the equine;
- b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons or other animals;
- c) Hazards, including, but not limited to surface or subsurface conditions;
- d) A collision with another equine, another animal, a person or an object;
- e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to the person, participant, or other persons including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I wish to allow my child and/or myself to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to the above named person and/or myself. I represent and warrant that I have the authority to give this release. I understand that I, or my child or guest, MUST wear a helmet at all times when riding a horse.

In exchange for the above named person and/or myself being permitted to participate in these activities for my children, myself, my children's heir, guardians and legal representatives, I release and agree not to make or bring any claim or any kind against Wild Oats Farm, LLC or it's partners, directors, employees or guests or any land owners, landholders or other persons making property available for use for an injury including death to the above named person or myself, or any damage to their property whether from anyone's negligence or not, or any other cause, arising out of the above named person(s) and/or my participation in these dangerous activities. I also agree if anyone makes any claims because of an injury to the above named person and/or myself (including death), or for any damage to their property, I will keep all those released by this agreement free of any damages or costs related to those claims. I also take full responsibility for myself and for any guest that I may bring on the property and will not hold Wild Oats Farm responsible. Signature below indicates your understanding and agreement of these terms.

Signature (Parent/Guardian if a minor)

Print Name

Date