

## **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

\_\_\_\_\_

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### **Autumn Rose Farm Cancellation/Weather Policy**

We understand that things come up, and you may cancel your lesson at any time, provided we have 24 hours notice. There are **NO EXCEPTIONS** to this policy. While we understand that emergencies and illnesses may come up quickly, instructors still need to be paid and horses still need to be fed and cared for. This business relies on the lesson revenue to operate and we appreciate your understanding!

In the event that Autumn Rose Farm needs to cancel a lesson without 24 hours notice for any reason, a refund (if already paid for) or credit will be issued to the customer.

In the event of a weather related cancellation, no credits or refunds will be issued. Below are the weather reason that lessons will be cancelled:

- Real Time Temperatures(not including wind chill) below 15°F at the time of the lesson
- Real Time Temperatures(not including heat index) above 95°F at the time of the lesson
  - Level 2 or 3 Snow Emergency for Delaware County at the time of the lesson
  - High Wind Warnings/Tornado Warnings at the time of the lesson

There are also a few holidays that the farm will be closed. These holidays are listed below. If your lesson falls on one of these holidays, you may cancel that week, or reschedule to a different day if there is availability.

- New Years Day
- Easter Sunday
- 4th Of July
- Memorial Day
- Thanksgiving Day
- Christmas Day

Please do not hesitate to text 740-572-0558 with any questions!

**Signing below certifies that you agree to the terms above, and are therefore responsible for any cancellations within 24 hours notice.**

Name of rider \_\_\_\_\_

Signature of Rider/ Parent/Gaurdian \_\_\_\_\_

# Wild Oats Farm

## 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