

Horseback Riding/Training Release Form

Indemnifying the entities below (“The Releasees”, “Maine Hunter Jumper Association (MEHJA)”):

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS (“THE RELEASES”).

“Horse” refers to any equine: horse, pony, mule, donkey, etc.

I, _____ (and my minor child _____) (hereafter the “Undersigned”) reside at (Street Address) _____ in (City) _____, (State/Zip) _____

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each as you read them.)

_____ 1. Acknowledge that an equine may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

_____ 2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and behavior of horses, regardless of their training or past performance.

_____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by MEHJA.

_____ 4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** MEHJA for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles bridles, equipment and gear provided by MEHJA.

_____ 5. Release MEHJA from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by MEHJA which resulted in loss, damage, injury or death.

_____ 6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** MEHJA from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse while under the instruction or care of MEHJA.

_____ 7. Agrees that the Undersigned has read and understands the following language of the Maine Equine Activity Liability Statue: **"Under Maine law, an equine professional has limited liability for injury or death resulting from the inherent risks of equine activities."** Reference §4103-A. Liability for equine activities.

_____ 8. The Undersigned expressly agrees that foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the Commonwealth of Maine and is intended to be as broad and inclusive as is permitted by Maine law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

_____ 9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Schnell Equestrian for any injury or damage in break of this contract, the Undersigned will pay all attorney's fees and costs incurred by MEHJA in defending such an action.

_____ 10. **ALL RIDERS ARE REQUIRED TO WEAR AN ASTM/SEI CERTIFIED PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT SAID HELMET IS NOT GUARANTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE REQUIRED TO PURCHASE THEIR OWN ASTM/FEI APPROVED HORSEBACK RIDING HELMET. ALL RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR AN ASTM/SEI APPROVED HORSEBACK RIDING HELMET.**

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to MEHJA allowing me or my child to ride or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver of Liability is

worth the pleasure of horseback riding experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

Name of Rider: _____

Signature of Rider: _____

Date: _____

Name of Parent (if Rider is under 18): _____

Signature of Parent: _____

Date: _____

Email: _____ Phone #: _____

Emergency Contact: _____

Relationship to Rider: _____

Contact #: _____

Medical Release: I authorize MEHJA and its agents or operators to provide access to medical treatment at the nearest hospital if necessary. Name and signature of the rider (or parent or guardian).

Please note and health considerations or chronic conditions that must be taken into account if medical care is required: _____

Photography Release: I allow my own/my child's picture and/or video to be taken and published to MEHJA's social media and/or website. No names or personal information will be posted without obtaining further oral or written permission.

Signature: _____ Date: _____

Print Name: _____