

Liability Release Form

Release, Hold Harmless, and Indemnification Agreement for Equine Activity

PLEASE FILL OUT ONE FORM PER INDIVIDUAL VISITING THE STABLE AND
PLEASE PRINT CLEARLY OR TYPE

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

FIRST NAME: _____ LAST NAME: _____
(“PARTICIPANT”)

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____ - _____

EMAIL ADDRESS: _____

Emergency Contact Info:

First Name: _____ Last Name: _____

Phone#: (_____) _____ - _____

Relationship to PARTICIPANT _____

Medical Insurance Info

My medical insurance company is _____

My policy number is _____

I do not carry medical insurance

Safety Questions Please check all that currently apply to this PARTICIPANT;

AGE 18 or older?

Over 225 lbs.?

Under Age 18?

Under 10 hours riding experience?

Physical or emotional conditions that are limiting ability? Please list.

I, _____, the undersigned PARTICIPANT or Parent/Guardian if PARTICIPANT is under the age of eighteen (18) or under legal guardianship, have read, understand, and voluntarily enter into the Liability Release Form (“RELEASE”) to participate in Equine Activity on behalf of myself and my heirs, representatives, successors, agents, and assigns, in favor of Marisa Daum, Daniel Daum, Hiddenview Farm LLC, their heirs, representatives, and agents (collectively “THIS STABLE” or “ASSOCIATES”).

In consideration for the privilege of using THIS STABLE’S property (9371 325th Ave NW, Princeton, MN 55371), which includes but is not limited to its real property, facilities, horses, tack, equipment, or services today and at any time in the future, only as expressly permitted by THIS STABLE, I agree, represent, and warrant as follows:

REGISTRATION OF PARTICIPANT AND PURPOSE OF RELEASE: I, the above listed PARTICIPANT, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all THIS STABLE activities including horse riding as a participant at THIS STABLE, and that if I/we ride or handle a horse provided by THIS STABLE, I/we will do so knowing that there are inherent risks associated with being on and around horses.

RELEASE SCOPE AND TERRITORY AND DEFINITIONS: This RELEASE shall be legally binding upon the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, the 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.

This RELEASE is intended to be valid and binding at all times now and in the future when THIS STABLE permits me/us (directly or indirectly) to enter THIS STABLE’S property, be on THIS STABLE’S property, be near any horse, while being ridden and/or while driving, being trained or under the guidance of ASSOCIATES and/or when I/we ride and/or train and/or am near horses on or off of THIS STABLE’S property.

Any disputes by PARTICIPANT shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This RELEASE is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term “HORSE” and “EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “ME”, “MY” shall herein refer to the above registered PARTICIPANT and the parents or legal guardians thereof if a minor.

Initials

INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE

THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I/we agree to assume them.

The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person, or an object;

The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. If a participant falls from a horse to the ground it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding, driving and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other.

If a horse is frightened, by any matter, known or unknown, or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around; changing directions and/or speed at will; shifting its weight; stepping on; bucking; rearing; kicking; biting and/or running from danger.

I/we also acknowledge that these are just some of the risks and I/we agree to assume others not mentioned above. I/we am/are not relying on THIS STABLE to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES

I/WEAGREE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, 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 or 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.

I/we also understand that these are just some of the risks and I/we agree to assume others not mentioned above. I/we am/are not relying on THIS STABLE to list all possible conditions for me/us. PARTICIPANT and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for PARTICIPANT'S intended purpose, usage, and presence upon THIS STABLE'S premises.

Further, PARTICIPANT releases THIS STABLE and their heirs, representatives, successors, agents, and assigns from any claim of THIS STABLE'S negligence in assessing PARTICIPANT'S riding experience or ability, selection of the Horse for lessons, or maintenance, care, fit, or adjustment of saddles, bridles, or other tack and riding equipment.

___ SADDLE GIRTH / NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. PARTICIPANT must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for PARTICIPANT to fall from the horse.

___ PROTECTIVE HEAD GEAR / HELMET WARNING I / WE AGREE THAT: I for myself and / or on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, MUST be worn while riding, driving or training horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

I/we understand that I/we may purchase my own headgear/helmet or wear one provided by THIS STABLE. However, I/we am/are not relying on THIS STABLE and / or its associates to check any headgear / helmet or headgear / helmet strap that I/we may wear for fit or condition, at any time, now or in the future. I/we understand that I/we am/are responsible to verify proper fit and condition of headgear / helmet and straps of same.

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I / WE ACKNOWLEDGE THAT: I/we have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, "WARNING: UNDER MINNESOTA LAW, A LIVESTOCK ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LIVESTOCK ACTIVITIES RESULTING FROM THE INHERENT RISKS OF LIVESTOCK ACTIVITIES. Minnesota statutes 604A.12" (posted in two locations on-site)

___ MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I/we and / or my/our medical insurance company **shall pay for ALL such incurred expenses. I/we also consent to whatever emergency treatment THIS STABLE may provide prior to treatment by a medical professional.**

___ PHOTO RELEASE I/WE RELEASE: all rights to photos taken of me/us or the above mentioned for future use by THIS STABLE in its publications, videos, books, newsletters, website, social media, etc.

___ SAFETY AGREEMENT I/WE AGREE: only PARTICIPANT is allowed access, and other family or guests present must stay out of all paddocks/pastures/stalls/arena while waiting for PARTICIPANT. Anyone else wishing to participate must have a signed release on file. .

LIABILITY RELEASE I / WE AGREE THAT: In consideration of THIS STABLE allowing my/our participation in this activity, under the terms set forth herein, I, the PARTICIPANT, for myself and / or on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ASSOCIATE'S ordinary negligence or legal liability; and I/we do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I/we shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / 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 but not limited to while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

In the event that I/we bring a legal action against THIS STABLE in contravention to this RELEASE, I/we agree to reimburse THIS STABLE for all of its actual attorneys' fees and costs incurred by THIS STABLE in defending the same and agree that the court shall award such costs and attorneys' fees in favor of THIS STABLE.

****I/we understand that I/we have a right to have an attorney review this document prior to signing/initialing, but that I/we will not be allowed to participate in mounted or unmounted activities involving a horse with THIS STABLE until such time as I/we have signed this document.****

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I/ WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENTS, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS

WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

All Participants and/or Legal Guardians* must sign below after reading this entire document.

Signature of Participant (required for anyone 13 and over)

_____ DATE _____

Signature of Legal Guardian* (required for anyone under 18)

_____ DATE _____

*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal."