

SARAH'S PONY RIDES, INC & HOOVED HAVEN CO., INC

Riding Participant: _____

Name (Please Print Clearly)

Participant's Address: _____

Phone number: _____

Emergency phone number: _____

Email: _____

**ACKNOWLEDGMENT OF ASSUMED RISKS
AND RELEASE OF LIABILITY**

WARNING: Under the Illinois Equine Liability Act (1995), each Participant who engages in an "equine activity" (including horse riding) expressly assumes the risks of engaging in and legal responsibility for any injury, loss or damage to person or property resulting from the risk of equine activities.

Horses are very large and powerful animals. While Sarah's Pony Rides, Inc and / or Hooved Haven Co. chooses its rental horses for their calm dispositions and follows a rigid training and risk reduction program, nevertheless any horse may behave in an unpredictable manner, regardless of its training or past performance. Horseback riding is a rugged physical activity, which carries with it the risk of mild to the most severe of injuries. Potential risk circumstances include but are not limited to: (1) the propensity of a horse at times or in certain circumstances to behave in ways that may result in injury or even death to persons; (2) certain hazards such as surface and subsurface conditions may cause a horse to react unpredictably; (3) collisions with other horses or objects may result in injuries; (4) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability, and (5) any and all injuries related to being on the premises including, but limited to, injuries due to biting.

I understand that, by engaging in this "equine activity," I am expressly and without any reservation assuming all risks associated with and which are a result of engaging in this activity and I am assuming all legal liabilities for any injury or damage to person or property resulting from this activity and I am expressly releasing and forever waiving any claims which I or my heirs may have against Sarah's Pony Rides, Inc and / or Hooved Haven Co. or its owners, officers/directors, employees/agents or volunteers related to my horseback riding and related "equine activities."

In addition, I acknowledge that I also have reviewed the various warnings in the attached pages and that, by initialing such paragraphs, I am agreeing to the applicable provisions.

Participant (or Parent/Guardian): _____ **Date:** _____, 20____

ADDITIONAL PROVISIONS

A. Riding Participant Information:

1. Age: _____ ; Weight: _____ lbs.;
2. Riding Experience:
 - a. Beginner: _____
 - b. Under 10 Hours: _____
 - c. Experienced (Over 10 Hours): _____

B. Initials: _____ Activity Risk Classification. Numerous obvious and non-obvious inherent risks are always present in “equine activities,” despite all safety precautions. I acknowledge that I may fall off a horse or may be thrown off a 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 from a distance of from 3-1/2 to 5-1/2 feet, and, depending on the surface and the speed of the animal, the impact may result in harm to the rider. I knowingly and voluntarily accept and agree that I will not hold Sarah’s Pony Rides, Inc and / or Hooved Haven Co. or my instructor liable for my injuries, my own property damage, or damage to the property of another, or other loss, or death related to my learning a new activity as part of my horseback riding training. I understand and agree that an instructor may not be held liable for any injuries that his or her students suffer, as there are inherent risks in “equine activities.”

C. Nature of Horses.

1. Initials: _____ Unpredictable Reactions. I understand that even a docile and well-trained horse’s reaction is unpredictable to certain sounds (e.g., loud voices or shouting by Participant or others; thunder; vehicles), to sudden movements, to unfamiliar objects, persons, or other animals and to hazards (including, but not limited to a person, another horse, another animal or an object). If a horse is frightened 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; bucking; rearing; kicking; biting; and/or running from danger. I also acknowledge that these are just some of the risks inherent in “equine activities.” I agree to assume these risks and others not specifically mentioned above and I am not relying on Sarah’s Pony Rides, Inc and / or Hooved Haven Co. to list all possible risks for me.

2. Initials: _____ Hazards. I am aware and understand that a horse may be hard to handle and can, without warning or any apparent cause, stop short, change directions or speed, shift its weight, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, step on a person’s feet, push or shove a person, fight with another horse, or make other unexpected or erratic movements. In addition, equipment may fail, saddles, cinches, and/or bridles may loosen, shift or even break. Any of these conditions may cause serious bodily harm or even death. I understand that the above-mentioned hazards and risks are described as examples only (as there are numerous other hazards and risks inherent in “equine activities”), and that there are risks from other actions related to horseback riding, including but not limited to: non-riding activities such as approaching, handling, saddling/un-saddling, leading or walking horses, as well as other possible hazards and/or conditions at the stable, riding arenas, training areas and tack storage areas. I agree to assume these risks and others not specifically mentioned above and I am not relying on Sarah’s Pony Rides, Inc and / or Hooved Haven Co. to list all possible risks for me.

D. Rider Responsibility.

1. Initials: _____ Instructions. I understand that, upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider’s safety largely depends on his/her ability to carryout simple instructions and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

2. Initials: _____ Pregnant Riders. Sarah’s Pony Rides, Inc and / or Hooved Haven Co., advises pregnant women not to ride horses, unless specific permission is given under advice of their physician. If the Participant is pregnant, she hereby expressly agrees to assume any and all risks to herself and that of an unborn child. **N/A : _____**

3. Initials: _____ Safety Policies. Sound basic training is required for all riders, but especially for novices. I hereby agree to follow any safety policies, warning signs, or rules that I am advised of, either verbally or in writing, by Sarah’s Pony Rides, Inc and / or Hooved Haven Co. and/or its employees or agents.

4. Initials: _____ Warnings. I understand that I have the sole individual responsibility to manage, care for, and control a particular horse and I understand that it is my duty to act with the limits of my own ability, to maintain reasonable control of the particular horse at all times, to heed all posted warnings, to ride in an area or in facilities designated by Sarah’s Pony Rides, Inc and / or Hooved Haven Co., and to refrain from acting in a manner that may cause or contribute to the injury of anyone or any horse.

5. Initials: _____ Alcohol or Drugs. I am physically and mentally capable of participating in horseback riding and other equine activities, and I will not use or be under the influence of alcohol or intoxicating drugs while participating in horseback riding.

6. Carry-On Objects. I understand that, when approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind, bounce or make sharp noises, the action of which may scare horses

and cause them to react in unsafe ways. Some examples are: cameras, cell phones, hats not securely fastened under the chin, toys or purses.

7. Initials: _____ Noises. When near or riding a horse, riders must not make sharp or loud noises, such as whistling, screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

8. Initials: _____ Saddle Girths. I understand that saddle girths (saddle fasteners around the horse's belly) may loosen during a ride, due to the movements of the horse. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

E. Initials: _____ Conditions of Nature. I understand that Sarah's Pony Rides, Inc and / or Hooved Haven Co. is not responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, 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 or man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Sarah's Pony Rides, Inc and / or Hooved Haven Co. to list all possible conditions for me.

F. Initials: _____ Accident/Medical Insurance. I hereby authorize any emergency medical treatment deemed necessary in the event of any injury to me while participating in horseback riding or other "equine activities" at Sarah's Pony Rides, Inc and / or Hooved Haven Co. facilities or nearby trails. I either have appropriate insurance or, in its absence, I agree to pay all costs for medical services as may be incurred on my behalf. Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

G. Initials: _____ Minors. As a parent or legal guardian of the above-named Participant who is under age 18 , I understand that I am acknowledging and assuming the inherent risks of "equine activities" as described above on behalf of the Participant and that, on behalf of the minor Participant, I am waiving/releasing any and all claims of liability against Sarah's Pony Rides, Inc and / or Hooved Haven Co. or its owners, officers/directors, employees/agents and volunteers with respect to any and all injury, disability, death, or loss or damage to person or property, to the fullest extent permitted by law. **N/A: _____**

Parent/Guardian Signature

Name: _____

Address: _____

Parent: _____

Legal Guardian: _____

H. Helmets.

1. PROTECTIVE HEADGEAR IS REQUIRED FOR ALL PARTICIPANTS UNDER AGE 18.

a. Initials: _____ Protective Headgear/Helmet Warning. I agree that I, for myself and on behalf of my child and/or legal ward, have been fully warned and advised by Sarah's Pony Rides, Inc. that protective headgear/helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet must be worn by Participants under age 18 while riding, handling, and/or being near horses, and I understand 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.

b. Initials: _____ Offering. I acknowledge that Sarah's Pony Rides, Inc and / or Hooved Haven Co. has offered an ASTM Standard F 1163 Equestrian Helmet. I acknowledge that a protective headgear/helmet provided by Sarah's Pony Rides, Inc and / or Hooved Haven Co. may not be of perfect fit for the Participant's head, and that, once provided, I will be responsible for securing the headgear/helmet on the Participant's head at all times. I am not relying on Sarah's Pony Rides, Inc. and/or its associates to check any headgear/helmet or headgear/helmet strap that the Participant may wear.

Parent/Guardian Signature

Name: _____

Address: _____

Parent: _____

Legal Guardian: _____

2. ADULT PROTECTIVE HEAD GEAR OFFERING.

a. Initials: _____ Protective Headgear/Helmet Warning and Offering. I agree that I, for myself and on behalf of my child and/or legal ward, have been fully warned and advised by Sarah's Pony Rides, Inc and / or Hooved Haven Co. that protective headgear/helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet should be worn while riding, handling, and/or being near horses, and I understand 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.

b. Initials: _____ I have been offered protective headgear (riding helmet) by Sarah's Pony Rides, Inc. and/or Hooved Haven Co. and, as an adult 18 years of age or older, I understand that the wearing of such protective headgear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence.

c. Initials: _____ Adult Participants: Please sign beneath the statement which describes your choice to wear or not to wear protective headgear provided by Sarah's Pony Rides, Inc. & / or Hooved Haven Co.

(i) Protective Head Gear Acceptance. I request to wear protective headgear provided by Sarah's Pony Rides, Inc & Hooved Haven Co.

Adult Participant's Signature
Date: _____

(ii) Protective Head Gear Refusal. I decline to wear any type of protective headgear and/or will provide my own and I accept full responsibility for my own safety in this decision.

Adult Participant's Signature
Date: _____

I. Other Equipment.

Initials: _____ In consideration of the payment of a fee and the signing of this Agreement, the Participant (or parent or legal guardian thereof, if a minor), hereby agrees to hire from Sarah's Pony Rides, Inc & Hooved Haven Co. horse, tack and equipment for the purpose of engaging in horseback riding activities.

ACKNOWLEDGEMENT AND RELEASE

In consideration of being allowed to participate in the "equine activities" provided by Sarah's Pony Rides, Inc and / or Hooved Haven Co. an Illinois corporation, and/or Hooved Haven Co., an Illinois corporation, the undersigned Participant (or Participant's parent/guardian) acknowledges, understands and accepts:

1. That I have been warned of the significant risks of mounting, riding, dismounting and otherwise being around horses, and that these risks include, but are not limited to:
 - a) The propensity of a horse to behave in dangerous ways, which may result in injury to the Participant;
 - b) The inability to predict a horse's reaction to sound, movements, objects, persons, or animals; and
 - c) The hazards of surface or sub-surface conditions of riding areas.
2. That I have been warned that these risks of riding and being around horses may result in serious bodily injury, including permanent paralysis or even death; and
3. That I have read the above Warning and I knowingly and freely assume all such risks of mounting, riding, dismounting and otherwise being around horses.

Finally, for myself as Participant (or as parent/guardian of Participant) and on behalf of my (or the Participant's) heirs, assigns, personal representatives and next of kin, I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS with respect to any and all injury, disability, death, or loss or damage to person or property, to the fullest extent permitted by law, Sarah's Pony Rides, Inc and / or Hooved Haven Co. and their owners, officers, directors, agents and/or employees, as well as other riding participants, any sponsoring organization(s) and any advertisers for Sarah's Pony Rides, Inc and / or Hooved Haven Co.

I CERTIFY THAT I HAVE READ THIS RELEASE BEFORE SIGNING AND THAT I UNDERSTAND ITS TERMS AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT.

X (Signature) _____ Date: _____

Signing Party's Name
(Participant or Parent/Guardian)
(Print Clearly): _____