**SKYLINE STABLES**

STABLE/OPERATOR, hereinafter referred to as “THIS STABLE”

100 HIGH MEADOWS PARKWAY RADFORD VIRGINIA 24141 Address of THIS STABLE

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT**

**LIABILITY RELEASE & ASSUMPTION OF RISK AGREEMENT (FOR INDIVIDUALS)**

**READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING**

1. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE**: The following listed individuals, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental and/or equestrian services and/or guide services by THIS STABLE.

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| --- | --- | --- | --- |
| PARTICIPANT NAME (print) | AGE (if under 18) | Weight - over 240 | HORSE RIDING EXPERIENCE |
| 1. | 2. AGE\_\_\_ 3. DOB \_\_\_\_\_ | 4. \_\_YES \_\_ NO | 5. \_\_Beginner (under 10 hours) |
| 6. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? \_\_YES or \_\_NO |
| 7. If you checked “YES”, how can we help this participant with his/her special needs? |
| **8. MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance **shall pay OR I shall pay for ALL** such incurred expenses. **My medical insurance company is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_**$▭$ I have medical insurance but do not have my insurance information on hand $▭$ I do not carry medical insurance |
| **WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO** **↓ INITIAL.**  | **VIRGINIA WARNING****WARNING:** Under the Code of Virginia (Title 3.1, chapter 27.5, &3.1-796.130-133), equine activity sponsors and equine professionals are not liable for injury to or death of a participant arising out of riding, training, driving, grooming of riding as a passenger upon an equine, including rides, trips, and hunt however informal or impromptu and whether or not a fee is paid to participant in the activity.**WARNING:** Liability actions prohibited except as provided in 3.1-796.33, an equine activity sponsor or equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity. **Participant Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. **\_\_\_|\_\_\_ AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS**. This agreement shall be legally binding upon me, the registered participant, and the parents or legal guardians thereof if a minor, my 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 agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE’S property, be on THIS STABLE’S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE’S property. Any disputes by the participant shall be litigated in, and venue shall be in the county or city in which THIS STABLE is physical located. This agreement is intended to be a 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 terms “HORE” 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 it a minor.
2. **\_\_\_|\_\_\_ INHERENT RISKS/ASSUMPTION OF RISK. I ACKNOWLEDGE THAT**: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks,, conditions and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of any feasible safety measures which can be taken, and I 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 I injury harm, death, or loss to persons, on or around the animal. 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. 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 horse to ground it will generally be at a distance from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker, predator animal (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 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, bucking, rearing, kicking, biting and or funning from danger. 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 THIS STABLE to list all possible risks for me.
3. **\_\_\_|\_\_\_ WILDERNESS EXPERIENCE PARTICIPATION CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING AND INSPECTION OF PREMISES. I/WE ACKNOWLEDGE THAT:** The participant may be taking part in a ‘WILDERNESS EXPERIENCE’ that may be hazardous to people. I/We acknowledge that the meaning of **”WILDERNESS EXPERIENCE”** is defined as the pursuit of activity in a natural and/or wild, and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands which would likely be uninhabited by people and inhabited by wild and or domestic animals of many types and species to include but not limited to mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. **I/WE ACKNOWLEDGE THAT:** THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of natures 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bit 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, temperatures, and natural and 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 THIS STABLE to list all possible conditions for me. **The participant or legal guardian have inspected THIS STABLE’S facilities and are satisfied that all premises are reasonable safe for this participant’s intended purpose, usage and presence upon THIS STABLE’S premises.**
4. **\_\_\_|\_\_\_ CARRY –ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING. I/WE ACKNOWLEDGE THAT**: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling – the sound of which may scare horses or causing them to react in unsafe ways.
5. **\_\_\_|\_\_\_ SADDLE GIRTH LOOSING WARNING. I/WE ACKNOWLEDGE THAT:** Saddle firths (fastener straps around the horse’s belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.
6. **\_\_\_|\_\_\_ PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING I/WE AGREE THAT**: I for myself and 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 of standards of the SEI CERTIFIES ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding, handling, and or being near 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 a result of a fall and other occurrences**. I/WE ACKNOWLEDGE THAT**: THIS STABLE – has offered me and my child and/or legal ward, if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM F 1163 Equestrian Helmet. **I/WE ACKNOWEDGE THAT**: Once provided if decided to wear the headgear/helmet offered, that I/WE will be responsible for properly securing headgear/helmet on the participant’s head at all times. I am not relying on THIS STABLE and *for* its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time or in the future.
7. **\_\_\_|\_\_\_ THIS STABLE’S PROTECTIVE HEADGEAR/HELMET POLICY**. I understand and agree that THIS STABLE requires riders to wear ASTM Standard F 1163 Protective Headgear/Helmet according to the following requirements:

**PROTECTIVE HEADGEAR|HELMET ACCEPTANCE**

* **PROTECTIVE HEADGEAR|HELMET ACCEPTANCE:** I/WE agree for this participant wear protective head gear \ helmet which THIS STABLE provides and will be solely responsible for securing the headgear\helmet on participant’s head.
1. **\_\_\_|\_\_\_ LIABILITY RELEASE**. I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and 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 , and Insurers, and others acting on behalf (hereinafter collectively referred to as “Associates”), of and from all claims, demands, causes of organizations action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE’S and/or ITS ASSOCIATE’S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE’S gross negligence and/or willful and/or wanton misconduct, I 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 child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, 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.
2. **\_\_\_|\_\_\_ EQUINE ACTIVITY LIABILITY ACT [EALA} WARNING OR LANGUAGE**: [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I acknowledge that I have reviewed this state’s EQUINE ACTIVITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT [OR POSTED ON THE PREMISES].**
3. **\_\_\_|\_\_\_ PHOTO RELEASE**. I AGREE to hereby grant THIS STABLE permission to use my likeness in a photograph in any and all of its publications including websites entries, without payment or any other consideration. I hereby hold harmless and release and forever discharge THIS STABLE from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.**

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| **SIGNER STATEMENT OF AWARENESS**I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TURE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUNCE MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUCENCE OF ALCOHOL DRUGS OR INTOXICANTS. |

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address in Full \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE\_\_\_\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_\_

Home Phone #\_\_\_\_\_\_\_\_\_\_\_ Other # \_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS (If interested in receiving future deals and activities – we do not share your information) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PERSON TO CONTACT IN CASE OF EMERGENCY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RELATIONSHIP TO PARTICIPANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2ND # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_