





**Bit of Hope Ranch**  
**5001 CR Wood Road Gastonia, NC 28056**  
**www.BitofHopeRanch.org**

**Equine Riding Instruction and/or Training Instruction and/or Participation in Other Stable Activities Agreement, Liability Release and Assumption of Risk Agreement**  
*PLEASE READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING*

**INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT:** Risks, conditions, and dangers are inherent in (meaning an integral part) horse/equine/animal activities/stables activities broadly defined, regardless of all feasible safety measure 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 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 and /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 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will be generally be a distance of 3.5 to 5.5 feet and the impact may result in harm to the participant. 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 speed at will; Shifting its weight; Bucking: rearing; Kicking; Biting; and /or running 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.

**CONDITIONS OF NATURAL WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING AND INSPECTION OF PREMISES I/We AGREE THAT:** This STABLE is NOT responsible for total and 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 some of the risks and I agree to assume others mentioned or not mentioned above. I am not relying on the STABLE to list all possible conditions for me. The PARTICIPANT and parent or legal guardian have inspected this STABLE’S facilities and are satisfied that all premise conditions are reasonably safe for this PARTICIPANTS’S intended purpose, usage and presence upon this STABLE’S premises.

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



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**PROTECTIVE HEADGEAR/HELMET WARNING I/WE ACKNOWLEDGE THAT:** I, for myself and on behalf of my child and/or legal ward have been fully warned and advised that this STABLE’S protective headgear/helmet, which meets or exceeds the quality standards of the CEI CERTIFIED ASTM STANDARD 1163 Equestrian Helmet, must be worn while riding and/or driving and/or training and/or being near horses, and I understand that by wearing 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 am not relying on this STABLE and/or its associates to provide a certified helmet for me, although the STABLE may provide such headgear, or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this requirement at any time now or in the future.

**EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** I/WE ACKNOWLEDGE THAT: I have reviewed this state’s EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, which is posted inside the STABLE.

**MEDICAL TREATMENT:** I hereby authorize the STABLE (and, if the PARTICIPANT is a minor, if after a reasonable attempt has been made to reach a parent, guardian or obtain consent, or if sound medical practice decrees that there is not time to make such an attempt) to consent to any x-ray examination, anesthetic, dental, medical, or surgical diagnosis or treatment, and hospital care, to be rendered to the PARTICIPANT under the general or special supervision and on the advice of any physician or surgeon who may treat the PARTICIPANT, and consent to any x-ray, examination, anesthetic, dental, medical, surgical diagnosis or treatment and hospital care, to be rendered to the PARTICIPANT by any health care professional who may treat the PARTICIPANT. I agree to pay for such treatment and to reimburse the STABLE for all costs and expenses it may incur related to such treatment.

**MEDICAL INSURANCE:** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

**PHOTO RELEASE:** I/WE hereby grant to the STABLE the absolute and irrevocable right and permission, in respect of the photographs that have been, or will be taken of the PARTICIPANT or in which the PARTICIPANT may be included with others, to copyright the same, in the name of the STABLE or otherwise, to use, re-use, publish, and republish the same in whole or in part, individually or in conjunction with other photographs, and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever; and to use my name in connection therewith. I hereby release and discharge the STABLE from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for libel or invasion of privacy.



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**SAFETY AGREEMENT I/WE AGREE:** To stay out of all barns, paddocks, corrals, tack rooms, and all other non-office related buildings while waiting for horse related activities, or while waiting for a participant.

**LIABILITY RELEASE I/WE AGREE THAT:** In consideration of this STABLE allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT, for myself and, if the PARTICIPANT is a minor, on behalf of my child and/or legal ward, and in each instance on behalf of my heirs, this STABLE, its agents, employees, volunteers, officers, directors, representatives, and assigns, do agree to release, hold harmless, and discharge this STABLE, its agents, employees, volunteers, officers, directors, representatives, assigns, members, owner 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 its ASSOCIATES' negligence or legal liability; and I do further agree that I shall not bring forth 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 while riding, driving, training, handling or otherwise being near horses owned by me or owned by this STABLE, or in care, custody or control of this STABLE, whether on or off the premises of the STABLE, but not limited to the STABLE'S premises, and/or participating in the maintenance and other activities of the STABLE.

**ALL Participants and/or Legal Guardian's must sign below after reading this entire document.**

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND 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.

_____	_____
<b>Signature of Participant (Required)</b>	<b>Date</b>
_____	_____
<b>Signature of Legal Guardian (Required)</b>	<b>Date</b>

*\*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".*