

Bit of Hope Ranch, Inc.
Hereinafter known as "STABLE"
5001 CR Wood Rd
Gastonia, NC 28056

**PLEASE FILL OUT ONE FORM PER INDIVIDUAL VISITING THE
BIT OF HOPE RANCH AND PLEASE PRINT CLEARLY**

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

FIRST NAME _____ **LAST NAME** _____

Emergency Contact Info:

First Name: _____
Last Name: _____
Phone Number: _____
Relationship to Participant: _____

Medical Insurance Information

My Medical Insurance company is: _____
My Policy Number is: _____

I do not Carry Medical Insurance

Safety Questions

Does this participant have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive and/or train a horse? **Yes No (circle one)**
If you circled "YES" , How can we help them with their special needs?

PLEASE CHECK ALL THAT APPLY TO THIS PARTICIPANT

- AGE 18 or Older
- Under AGE 18
- Over 240 lbs
- Under 10 Hours Riding Experience?
- Over 10 Hours Riding Experience?

REGISTRATION OF PARTICIPANT AND AGREEMENT OF PURPOSE: I, the above listed individual, and the parents or legal guardians thereof if a minor, hereinafter known at the "PARTICIPANT", do hereby voluntarily agree to participate in STABLE activities including, without limitation, horse riding as a student or volunteering to assist with the maintenance and other activities of this STABLE, and that if I ride a horse provided by this STABLE, I will do so for educational and recreational purposes.

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, 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 riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of this STABLE'S property, or participate as a volunteer in the maintenance and other activities of the STABLE. Any disputes by the PARTICIPANT and the parents or legal guardian thereof if a minor shall be litigated in, and venue shall be the county in which this STABLE is physically located. This agreement is intended to be as broad and as 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, and their heirs and assigns, including all minor children and personal representatives.

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 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 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 a object; The potential

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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 and 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 risk 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 this STABLE to list all possible condition 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 PARTICIPANT'S intended purpose, usage and presence upon this STABLE'S premises.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddles 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 take to avoid slippage of saddle and the potential for the participant to fall from the horse.

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 of 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, a copy of which is attached hereto, and incorporated as if fully set forth herein. INSTRUCTIONS TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

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 to 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 advise of any physician or surgeon who may treat the PARTICIPANT, and consent to any x-ray examination, anesthetic, dental, medical or

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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 any 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.

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, administrators, personal 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 this STABLE, but not limited to this STABLE'S premises, and/or participating in the maintenance and other activities of the STABLE.

(Signatures appear on the attached page.)

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

Signer Statement of Awareness

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR 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.

Signature of Participant (Required)

Date

Signature of Legal Guardian (Required)

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."