



EQUINE ASSISTED ACTIVITIES LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Courage Therapeutic Riding Center, INC.

STABLE / OPERATOR NAME, hereinafter known as "THIS STABLE"

12922 Hogeye Rd. Prairie Grove, AR. 72753

Location or address of THIS STABLE

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE.** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participant in equestrian services provided by THIS STABLE.

Participant name (Please Print Name)	Age	Weight	Horse Riding Experience
1.	2. Age: _____ 3. DOB: _____	4.	5. ___ Beginner (under 10 hours) ___ Over 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 NO -
 7. If you circled "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** for **ALL** such incurred expenses.

I carry medical insurance

My medical insurance company is _____ My policy number is _____

I do not carry medical insurance.

WRITE INITIALS BELOW AFTER READING
EACH SECTION.
PARENTS or GUARDIANS MUST ALSO
✓ INITIAL.

B. 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 representative; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is to be valid and binding at all times now and in the future when THIS STABLE permis be (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 the county in which THIS STABLE is physically located. This agreement 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 terms "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.

C. INHERENT RISKS / ASSUMPTION OF RISKS. I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risk, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, 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 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, filing 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 a distance of 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 all; 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.

D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OR 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 rugges 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 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 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, lightening, 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 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 and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonable safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.

E. 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 making 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 causing them to react in unsafe ways.

F. SADDLE GIRTH LOOSENING WARNING. I / WE ACKNOWLEDGE THAT: Saddle girth (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.

G. 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 standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding horses, and I understand that the wearing of such headgear / helmet 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 ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and / or legal ward is applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet. I / WE ACKNOWLEDGE THAT: Once provided, if I chose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. I am not relying on THIS STABLE and / or 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 now or in the future.

H. THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY. I / WE understand and agree that THIS STABLE requires riders to wear ASTM Standard F 1163 Protective Headgear / Helmet according to the following requirements.

<u>Rider Age</u>	<u>Protective Headgear / Helmet Requirement</u>
Under 18	Must wear the protective headgear / helmet
18 and Older	Must choose to wear or not to wear the protective headgear / helmet by checking the acceptance or refusal box that follows

I. PROTECTIVE HEADGEAR/HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDER 18 YEARS AND OLDER

Check Your Choice

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which THIS STABLE may provide or I / WE shall provide MY / OUR own.
- PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet. I / WE assume full responsibility for My / OUR safety in this decision.

J. 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, independent contractors, officers, directors, representatives, assigns, members, owner of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, 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 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 minor 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 STALE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

K. EQUINE ACTIVITY LIABILITY ACT (eala) WARNING OR LANGUAGE: I 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. **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

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

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 TRUE AND ACCURATE. I AM SIGNING THIS WHILE SOUND OF MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF PARENT, GUARDIAN, AND / OR SPOUSE

DATE

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER (CELL)

PHONE NUMBER (HOME)

PHOTO RELEASE

I / WE **DO** **DO NOT**

consent to and authorize the use and reproduction by THIS STABLE of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program.

Signature (Participant, parent, or guardian 18 and over)

Date

EMERGENCY CONTACT INFORMATION

NAME	RELATIONSHIP TO PARTICIPANT
PHONE NUMBER (CELL)	PHONE NUMBER (HOME)
SECONDARY EMERGENCY CONTACT	RELATIONSHIP TO PARTICIPANT
PHONE NUMBER (CELL)	PHONE NUMBER (HOME)
PRIMARY CARE PHYSICIAN	PHONE
PREFERRED MEDICAL FACILITY	

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

In the event of emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize THIS STABLE to:

- 1) Secure and retain medical treatment and transportation if needed.
- 2) Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

CONSENT PLAN

This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the emergency contacts listed above are unable to be reached.

Consent Signature: Participant, parent, or guardian (18 and over) Date

NON-CONSENT PLAN

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of THIS STABLE. In the event emergency treatment/aid is required, I wish the following procedures to take place:

Non-consent Signature: Participant, parent, or guardian (18 and over) Date

Arkansas Equine Activity Liability Act

(Keep this page for your records)

Summary:

This Arkansas statute provides that an equine activity sponsor, an employee of an equine activity sponsor, a livestock sponsor, an employee of a livestock sponsor, a livestock owner, a livestock facility, or a livestock auction market are not liable for an injury to or the death of a participant resulting from the inherent risks of an equine activities activity or a livestock activity. Liability is not limited when the equine activity sponsor or an employee of an equine activity sponsor, a livestock sponsor, an employee of a livestock sponsor, a livestock owner, a livestock facility, or a livestock auction market knows or should know the equipment or tack is faulty, fails to make reasonable and prudent efforts to determine the ability of the participant, was aware of dangerous latent condition on the land, commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, or when the participant is intentionally injured. Warning signs alerting participants to the assumption of risk in equine activities are also required by law.

§ 16-120-202. Immunity; exceptions

(a)(1) Except as provided in subdivision (a)(2) of this section, an equine activity sponsor, an employee of an equine activity sponsor, a livestock sponsor, an employee of a livestock sponsor, a livestock owner, a livestock facility, or a livestock auction market is not liable for an injury to or the death of a participant resulting from the inherent risks of an equine activity or a livestock activity.

(2) Subdivision (a)(1) of this section does not prevent or limit the liability of an equine activity sponsor, an employee of an equine activity sponsor, a livestock sponsor, an employee of a livestock sponsor, a livestock owner, a livestock facility, or a livestock auction market that:

(A) Provides the equipment or tack and knows or should know that the equipment or tack is faulty to the extent that the equipment or tack caused injury;

(B) With respect to an equine activity sponsor, an employee of a equine activity sponsor, a livestock activity sponsor, or an employee of a livestock activity sponsor, provides the equine or livestock and fails to make reasonable and prudent efforts to determine the ability of a participant to engage safely in an equine activity or a livestock activity or to determine the ability of a participant to engage safely in an equine activity or a livestock activity and to safely manage the particular equine or livestock based on the participant's representation of his or her ability;

(C) Owns, leases, rents, or otherwise is in lawful possession and control of the facility upon which a participant sustains an injury because of a dangerous latent condition that is known or should have been known to the equine activity sponsor, an employee of the equine activity sponsor, the livestock activity sponsor, an employee of the livestock activity sponsor, the livestock facility, or the livestock auction market and for which warning signs had not been conspicuously posted;

(D) Commits an act or omission that :

(i) Constitutes willful or wanton disregard for the safety of a participant; and

(ii) Causes an injury; or

(E) Intentionally injures a participant.

(3) Subdivision (a)(1) of this section does not prevent or limit the liability of an equine activity sponsor, an employee of an equine activity sponsor, a livestock activity sponsor, an employee of a livestock activity sponsor, a livestock owner, a livestock facility, or a livestock auction market under products liability laws.

(b)(1)(A) An equine activity sponsor or a livestock activity sponsor shall post and maintain signs that contain the warning notice specified in subdivision (b)(2) of this section.

(B) The signs required under subdivision (b)(1)(A) of this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor or livestock activity sponsor conducts an equine activity or livestock activity.

(C) The warning notice specified in subdivision (b)(2) of this section shall appear on the sign in black letters with each letter to be a minimum of one inch (1") in height.

(2) The signs described in subdivision (b)(1) of this section shall contain the following warning notice:

WARNING

Under Arkansas law, an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

(c) The immunity provided under this section does not apply to thoroughbred horse racing as authorized and regulated in the Arkansas Horse Racing Law, § 23-110-101 et seq.