

# Cedar Fox Farm – Liability Release Form

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**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY**

**Cedar Fox Farm DOES NOT GUARANTEE YOUR SAFETY**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:** In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at Cedar Fox Farm now referred to as THIS STABLE, and that this student will either ride his/her own horse/pony or school horse/pony provided by THIS STABLE for instructional purpose, today and on all future dates.

RIDER NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

RIDING EXPERIENCE: Beginner (Under 10 hours) \_\_\_\_\_ Over 10 hours of riding \_\_\_\_\_

**B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the registered student, 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 of THIS STABLES physical location. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to the riding or otherwise handling of horses, whether from the ground or mounted. The terms "STUDENT" and "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY", shall herein refer to the above registered student rider and the parents or legal guardians, therefore if a minor.

**C. ACTIVITY RISK CLASSIFICATIONS:** I understand that Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

**D. NATURE OF THIS STABLE'S SCHOOL HORSES:** I understand that THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and THIS STABLE follows a rigid safety program. Yet, no riding horse/pony is completely a safe horse/pony.

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/pony to the ground, it will generally be at a distance of 3 1/2 to 5 1/2 feet and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human), tries to impose its will on and become one unit of movement with another, much larger, stronger prey animal with a mind of its own (horse) and each has 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 not limited to, stopping short, changing directions or speed at will, shifting its weight, rearing, bucking, kicking, biting or running from danger.

E. RIDER RESPONSIBILITY: I understand that upon mounting a horse/pony and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE: I understand that THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that may scare a horse/pony, 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, fly near or bite/sting the horse/pony or rider. 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 manmade changes in landscape.

G. SADDLE/GIRTHS/NATURAL LOOSING: I understand that a saddle girth (saddle fasteners around horse's/Ponies belly) may loosen during riding. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and potential fall from the animal.

H. ACCIDENT/MEDICAL INSURANCE: I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall be liable to pay for all such incurred expenses. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_.

I. PROTECTIVE HEADGEAR WARNING: I agree that I have been fully warned and advised by THIS STABLE that I should purchase and wear protective headgear (equestrian riding helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or otherwise occurrence.

J. ALLERGIES: I understand that a THIS STABLE a horse farm/ riding school is NOT an allergy free environment and that natural allergens are part of the inherent risks assumed when participating in horse activities or viewing such activities at a horse farm/ riding school. I also understand that Haverhill Farms does not control the food brought on its premises and is not responsible for any allergic reaction to man-made allergens which may occur. I understand that Haverhill Farms requires that riding students who use inhalers or epi-pens get a letter from their doctor attesting to their medical fitness to

ride and will provide same. I understand that Cedar Fox Farm and its employees are not trained to respond to any medical emergency including those occasioned by an allergic reaction and the White Lake Fire Department is ten minutes away. I further understand that Haverhill Farms is not responsible or liable for any allergic reaction which may occur.

K. LIABILITY RELEASE: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian, thereof a minor, do agree to hold harmless and release THIS STABLE, it's owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to THIS STABLES ordinary negligence, and I do further agree that, except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, 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/ponies owned by or in the care custody and control of THIS STABLE. I further agree that in the event of litigation this matter will be submitted to binding arbitration.

All Riders', parents or legal guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER A TEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

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SIGNATURE OF PARENT/LEGAL GUARDIAN (IF UNDER 18) OR RIDER \_\_\_\_\_ DATE \_\_\_\_\_

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PLEASE PRINT RIDER'S NAME \_\_\_\_\_

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STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE NUMBER \_\_\_\_\_

WORK PHONE NUMBER \_\_\_\_\_

CELL PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_