# HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM

**FOR INDIVIDUALS**

This form must be completed by and for each participant

LUCKY 7 STABLES LLC

Hereinafter known as **"THIS STABLE".**

**154 LITCHFIELD ROAD - LONDONDERRY, NEW HAMPSHIRE 03053**

## PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**
**THIS STABLE 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 the parent or legal guardians thereof if a minor, do hereby agree to hire from THIS STABLE a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

| RIDER NAME (Please print clearly) | AGE (If under 21) | WEIGHT Over 240 lbs. | HORSE RIDING EXPERIENCE (Check one which applies) |
|---|---|---|---|
| 1. | _____ | ☐ YES ☐ NO | ☐ BEGINNER (Under 10 hours) ☐ OVER 10 HOURS |

Does this rider have physical or mental health problems which may affect his/her safety and ability to ride a horse? ☐ YES ☐ NO
If "YES" describe here:

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

**B.** **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding upon me the registered rider, 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 STABLE'S physical location. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "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 rider and the parents or legal guardians thereof if a minor.

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**C.** **ACTIVITY RISK CLASSIFICATION** - 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.

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**D.** **NATURE OF STABLE HORSES** - I UNDERSTAND THAT: THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and THIS STABLE follows a rigid safety program. Yet no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than human. If a rider falls from horse to ground it will generally be at a distance of from 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 another much larger, stronger prey animal with a mind of its own (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; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

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**E.** **RIDER RESPONSIBILITY** - I UNDERSTAND THAT: Upon mounting a horse 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 aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

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

## PLEASE READ CAREFULLY BEFORE SIGNING

**F.** **CONDITIONS OF NATURE** - I UNDERSTAND THAT: THIS STABLE IS NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, water, 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 conditions according to weather, temperature, and natural and man-made changes in landscape.

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**G.** **CARRY ON OBJECTS AND SHARP NOISES** - I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

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**H.** **SADDLE GIRTHS NATURAL LOOSENING** - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from animal.

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**I.** **ACCIDENT/MEDICAL INSURANCE** - I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My accident/medical insurance company is

_____ and my policy number is _____

_____

**J.** **PROTECTIVE HEADGEAR OFFERING** - I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE 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 happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing these helmets on this rider's head at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED protective headgear.

☐ **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES.

☐ **PROTECTIVE HEADGEAR REFUSAL:** I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY/OUR OWN. I/WE ACCEPT FULL RESPONSIBILTY FOR MY/OUR SAFETY IN THIS DECISION..

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**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 guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to THIS STABLE'S 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 ITS ASSOCIATES as stated above in this clause, for any economic and non-economic 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 owned by or in the care, custody and control of THIS STABLE.

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**All Riders and 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 ASSUMPTIONS OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

_____ DATE _____
SIGNATURE OF RIDER (Spouses must sign for themselves)

_____ For _____ DATE _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 NAME OF RIDER (Please print)

_____ For _____ DATE _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 NAME OF RIDER (Please print)

ADDRESS _____ HOME PHONE # _____

CITY _____ STATE _____ ZIP _____ BUS PHONE # _____