

## **EQUINE ACTIVITY LIABILITY RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT**

Participant Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_, I, the undersigned, as participant or the parent or legal guardian for the participant (collectively referred to as "Participant"), hereby state that I have read the following Equine Activity Liability Release, Waiver and Hold Harmless Agreement ("Agreement") and acknowledge understanding of its contents and agree that I will indemnify, save, and hold harmless Marshland Trail Riding Farm, LLC, its operators, members, managers, affiliated organizations, employees, volunteers, agents, assistants, associates, insurers or others acting on their behalf as equine activity sponsors and/or equine activity professionals (hereinafter collectively referred to as "Sponsor") from any liability, claims, demand, actions and causes of action whatsoever, arising out of or related to any loss, damages, or injury, including death, that may be sustained by the Participant, or any property of the Participant, while in or on the premises, or any premises leased to, owned by, sanctioned by, or under the control or supervision of Sponsor, or en route to or from any of the premises. Should I breach any part of this Agreement, I agree to pay all the Sponsor's attorney's fees and other legal costs that may occur.

\_\_\_\_\_, Participant acknowledges that this Agreement is given in part under Indiana's Limited Liability Arising from Equine Activities Statute (Indiana Code section 34-31-5-1 *et seq.*) as amended from time to time (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsor the fullest protection of a release, waiver and hold harmless agreement that is afforded to the Sponsor by the Act and by general law.

### **WARNING**

UNDER INDIANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

\_\_\_\_\_, Participant acknowledges that risks, conditions, and dangers are an inherent or integral part of equine activities, regardless of all feasible safety measures which are taken, and Participant agrees to assume them. Inherent risks include, but are not limited to, any of the following: propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; unpredictability of an equine's reaction to sights, sounds, sudden movement, unfamiliar objects, person, or other animals; hazards including, but not limited to, uneven or unstable surface or subsurface conditions; a collision, or confrontation with another equine, animal (wild or domestic), or unfamiliar object; the potential of an equine

participant to act in a negligent manner that may contribute to injury, damages, loss or death to the Participant or other persons, including, but not limited to, falling to maintain control over an equine and/or failing to act within the ability of the Participant. Horses are larger, more powerful and faster than a human. If a rider falls from a horse the impact may result in harm to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts including but not limited to: stopping short; spinning; changing directions and/or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I acknowledge that these are just some of the risks and I agree that the Participant has inspected the facilities and have an understanding of the risks. Participant is not relying on Sponsor or owner to list all of the possible risks for me.

\_\_\_\_\_ Participant acknowledges that saddle girths (fastener around the horses' belly) may loosen during the ride. YOU must alert the guide or other attendant of any loosening so that action may be taken to avoid slippage or the participant falling to the ground.

\_\_\_\_\_ Participant acknowledges that the Sponsor is not responsible for total or partial acts, occurrences, or elements of nature and or sudden or unfamiliar sounds, or 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, reptiles, insects that may fly near, bite, or sting a horse or Participant, irregular footing on outdoor or 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 some of the risks and I agree that there are others that are not mentioned and I agree that not all possible conditions have been highlighted here. Participant has inspected the facilities and is satisfied that the conditions present are safe for Participant's intended use and presence on the property.

\_\_\_\_\_ Participant acknowledges that protective headgear/helmets are available by the Sponsor for the Participant which meet or exceed ASTM/SEI\* Standards and Participants are advised that the wearing of helmets is encouraged for all Participants while riding, handling and being near a horse. I understand that the wearing of headgear/helmets may reduce the severity of any injury and may prevent the wearer's death as a result of a fall or other event. I acknowledge that a headgear/helmet has been offered that meets the ASTM/SEI standards to Participant and that if I choose to use the headgear/helmet that I will be responsible for maintaining and securing the headgear/helmet on the Participant's head at all times and I am not relying on the Sponsor to maintain Participant's compliance with this warning for the duration of the Participant's stay.

#### Protective Headgear/Helmet Acceptance or Refusal Selection

Please initial your choice:

\_\_\_\_\_

\_\_\_\_\_ Protective Headgear Acceptance: I will accept the Sponsor's protective headgear and will be solely responsible for securing it on the Participant's head.

\_\_\_\_\_ Protective Headgear/Helmet Refusal: I refuse for the Participant to wear any type of protective headgear and/or will provide my own and assume full responsibility for Participant's safety in this decision.

RIDING EXPERIENCE:

\_\_\_\_\_ BEGINNER

\_\_\_\_\_ INTERMEDIATE

\_\_\_\_\_ EXPERIENCED

Minimum Height and Age Requirements:

Participants must be at least 40 tall and at least 8 years old to participate in equine activities with Sponsor.

\_\_\_ I acknowledge that I am at least \_\_\_\_\_ (feet/inches) in height.

\_\_\_ I acknowledge that Participant is at least \_\_\_ years old.

Miscellaneous Provisions

\_\_\_\_\_ I agree that this Agreement shall be construed according to the laws of the State of Indiana and that this Agreement shall be as broad and inclusive as is permitted by Indiana law. If any portion of this Agreement is held invalid or of no force or effect, I agree that the balance shall continue in full force and effect.

\_\_\_\_\_ The undersigned, as Participant or the parent or legal guardian for the participant, am at least 18 years of age, of sound mind, not suffering from shock or under the influence of alcohol, drugs or other intoxicants and have advised the Sponsor of any disabilities or medical conditions that may affect my ability to safely participate. I intend for this Agreement to be valid and binding today and at ALL FUTURE TIMES. I attest that all of the information I have provided in this Agreement is true and accurate. My signature denotes agreement with ALL the information contained in this Agreement.

If this Agreement is executed by the Participant for and on behalf of a minor Participant, the undersigned Participant hereby warrants and represents that he/she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon the minor Participant, his heirs, personal representatives, successors, and assigns; and the undersigned Participant further agree that this Agreement shall also be as fully binding on the undersigned Participant as if it were entered into solely on his own behalf.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE ACTIVITY LIABILITY RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

PARTICIPANT:

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Emergency Phone Number \_\_\_\_\_

SIGNATURE OF PARTICIPANT (IF PARTICIPANT OVER 18 YEARS OF AGE)

\_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN (IF PARTICIPANT IS UNDER 18 YEARS OF AGE)

\_\_\_\_\_

DATE \_\_\_\_\_

ALL RIDES ARE AT YOUR OWN RISK!

NO CAMERAS, DRINKS, FOOD OR SMOKING ALLOWED ON THE TRAIL. CELL PHONES MUST BE TURNED OFF. NO OPEN TOED SHOES. YOU MUST RIDE SINGLE FILE BEHIND YOUR GUIDE. NO INTOXICATED PERSONS WILL BE ALLOWED TO RIDE. NO FIREARMS OR KNIVES ARE PERMITTED ON THE PREMISES.

THIS IS A SMOKE FREE, DRUG FREE AND ALCOHOL FREE ENVIROMENT. VIOLATORS WILL BE REMOVED FROM PREMISES.