

ACKNOWLEDGEMENT of RISK and RELEASE of LIABILITY – For Minor Participants Under 18 Years of Age

The Parent/Legal Guardian must read & understand prior to the minor participating in equine activities at Heritage Stables Inc.

Minor Participant's Name: _____ Date of Birth: _____

Minor's Address: _____

Legal Guardian's Name: _____ Date of Birth: _____

Legal Guardian's Address: _____

To: ***Heritage Stables Inc.*** Their directors, employees, officers, volunteers, business operators, and site proper owners (collectively hereinafter called the "HOST").

***Legal Guardian must initial each item below after reading and understanding the item**

- _____ 1. I am the **parent and/or legal guardian** of the minor participant named above and am executing this form on behalf of the minor participant in my capacity as parent and/or legal guardian and with the intent that this form be binding on myself, the minor participant, and any other parents or legal guardians of the minor for all legal purposes.
- _____ 2. **I understand** there are inherent **DANGERS, HAZARDS, and RISKS**, (collectively hereinafter called "**RISKS**") associated with equine activities, and injuries resulting from the RISKS are a common occurrence.
- _____ 3. **I acknowledge** that the inherent RISKS of equine activities include those **DANGEROUS CONDITIONS** which are an integral part of equine activities including, but not limited to:
- The propensity of equine to behave in ways that might result in injury, harm, or death to persons on or around them;
 - The risk of any equine potentially colliding with, biting, or kicking other animals, people, or objects;
 - The unpredictability of an equine's reaction to things such as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons, or other animals and hazards such as subsurface objects; and
 - The potential for the HOST or other participant(s) to act in a negligent manner that may contribute to an injury to themselves or to others.
- _____ 4. **I freely accept and fully assume all responsibility** for the inherent RISKS and DANGEROUS CONDITIONS and the possibility of personal injury, death, property damage or loss that may result from my participation in equine activities.
- _____ 5. **I acknowledge** that my safety is my **SOLE RESPONSIBILITY** and I am responsible for participating within my own limits.
- _____ 6. After considering the above, I and my heirs, executors, administrators and assigns (collectively hereinafter called my "Legal Representatives") agree
- **To waive all claims** that I or the participant might have against the HOST;
 - **To release the HOST from any and all liability** for any loss, damage, injury, death, or expense that I, or my Legal Representatives, might suffer as a result of my participation in equine activities due to any cause whatsoever, including human error, poor exercise of judgment, or any other negligent conduct on the part of the HOST, whether active or passive; and
 - **To hold harmless and indemnify the HOST from any and all liability** for any loss, damage, injury, death, or expense to any third party which might result from my participation in equine activities.

Before signing this form I read it (as indicated by my initials above) and I understand it. I further state I am aware that signing this form, waives certain legal rights I or my Legal Representatives might have against the HOST.

SIGNED at _____ this _____ day of _____ 20 _____

(Print name of HOST witness to signing & initialing)

(Signature of Participant)

(Signature of HOST witness)

(Signature of Parent/Guardian)