

# RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM

FOR INDIVIDUALS

## FOREST EDGE FARM

hereinafter known as "THIS STABLE"

Little Egg Harbor, NJ 08087

### PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY, THIS STABLE DOES NOT GUARANTEE YOUR SAFETY**

**UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE RISK OF DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES PURSUANT TO P.L. 1997, C.287, N.J.C.A. 5:15-1 ET SEQ.**

**A PARTICIPANT SHALL SUBMIT A WRITTEN REPORT TO THE OPERATOR SETTING FORTH THE DETAILS OF ANY ACCIDENT OR INCIDENT AS SOON AS POSSIBLE BUT IN NO EVENT LONGER THAN 180 DAYS FROM THE TIME OF THE ACCIDENT OR INCIDENT.**

- 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 voluntarily request and agree to participate in riding instruction as a student at **THIS STABLE**, and that this student will either ride his/her own horse, or school horses provided by **THIS STABLE** for instructional purpose, today and on all future dates:

RIDER NAME \_\_\_\_\_ AGE (if under 21) \_\_\_\_\_

Weight over 240 lbs? No Yes Circle one

BIRTH DATE : \_\_\_\_\_

Riding Experience: None; 10-25 hours; 26- 100 hours; other: \_\_\_\_\_

Does this rider have any physical and/or mental health conditions, problems and/or disorders which may affect his/her safety and ability to ride a horse? Yes or No (circle one). If yes, describe here: \_\_\_\_\_

- 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 New Jersey. Any disputes by the rider shall be litigated in, and venue shall be Ocean County.. 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 riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT and/or 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" and "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof, if a minor.
- 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 64<sup>th</sup> 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 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 a 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, and become one unit of movement with 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.
- 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, including that of an unborn child, if the rider is pregnant. Pregnant woman should ride horses only under the advice of their physician. **THIS STABLE** prefers pregnant women **NOT** ride horses.

- F. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES** – 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 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. The rider and parent or legal guardian have inspected **THIS STABLE'S** facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon **THIS STABLE'S** PREMISES.
- G. **SADDLE GIRTHS/NATURAL LOOSENING** – I UNDERSTAND THAT saddle girths (saddle fasteners around horse's belly) may loosen during a ride. 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 a potential fall from the animal.
- H. **ACCIDENT/MEDICAL INSURANCE** – I AGREE THAT should emergency medical treatment be required, I and/or my own medical insurance company shall 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 should purchase and wear protective headgear (equestrian riding helmet) and understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some head injuries, and may even prevent death from happening as a result of a fall or other occurrence.
- J. **LIABILITY RELEASE** – I AGREE THAT 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, premise owners, affiliated organizations and insurers 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 or 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**.

**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 ASSUMPTION OF RISK.**

**I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND  
AGE ARE TRUE AND ACCURATE.**

\_\_\_\_\_  
Signature of Rider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature or parent, guardian and/or spouse

\_\_\_\_\_  
Date

For \_\_\_\_\_  
Name (please print)

Address in full \_\_\_\_\_

Home Phone # \_\_\_\_\_

Bus. Phone # \_\_\_\_\_

e-mail: \_\_\_\_\_

Cell # \_\_\_\_\_