

MOORE'S HAPPY ACRES, LLC

FIRST TIME RIDER LIABILITY RELEASE FORM
DATE _____

Stable name known as "HAR"

PLEASE READ CAREFULLY BEFORE SIGNING

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

IN CONSIDERATION OF THE PAYMENT AND FEE AND THE SIGNING OF THIS AGREEMENT, THE FOLLOWING LISTED INDIVIDUAL, AND THE PARENT/LEGAL GUARDIAN(S) THEREOF IF A MINOR, DO HEREBY AGREE TO HIRE FROM THIS STABLE S HORSE, TACK AND EQUIPMENT, PERSONNEL AND TRAIL FOR THE PURPOSE OF HORSEBACK RIDING TODAY AND ON ALL FUTURE DATES.

*RIDER'S NAME _____ AGE _____ if under 21

**Does this rider have any disabilities and/or special needs, which may affect his/her safety and ability to ride a horse, of which we should be aware? Yes or No If yes please specify.

PLEASE INITIAL EVERY PAGE AFTER READING:

Agreement scope and territory and definitions: This agreement shall be legally binding upon HAR and the registered rider, and the parents/legal guardians of 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 Florida. Any dispute by the rider shall be litigated in a venue in Marion County, Florida. If any clause, phrase, or word is in conflict with Florida state law, then single parties are 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 term "RIDER" herein shall 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/legal guardians thereof if a minor.

Activity Risks 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. I/We further understand that applicant may be participating in a “WILDERNESS EXPERIENCE” and that the meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA OF REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO , MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.**

NATURE OF STABLE HORSES: I UNDERSTAND THAT HAR 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 that HAR follows a rigid risk reduction program. Yet no horse is completely safe. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than humans. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ 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 as 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.

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 on 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 and that of an unborn child, if the rider is pregnant. HAR advises pregnant women not to ride horses, unless permission is given by her physician. Even then it’s not a good idea.

CONDITIONS OF NATURE I understand that HAR 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, lightning, 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 condition according to weather.

SADDLE GIRTHS NATURAL LOOSENING- I understand that saddle girths may loosen during a ride. If a rider notices this, he/she must alert the nearest guide as quickly as possible so action can be taken to avoid slippage of saddle and potential fall from the animal. All equipment used on the stable horses (saddles & bridles etc) occasionally break from pressure from the strength of the horse. Though this stable tries to keep all equipment maintained properly occasionally straps do snap from pressure. There have been

equipment failures when using new equipment. It just happens sometimes. HAR is not responsible for equipment failure.

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.

PROTECTIVE HEADGEAR: SHOULD BE WORN BY EVERY RIDER. HAR WILL PROVIDE HEAD GEAR IF NEED BE. State of Florida requires any one **16 years** or younger must ware head gear if they ride a horse out of the stable property and onto any public property, road way, right away, etc. If any person **OVER 16** wants not to ware the head gear please sign here releasing all liability for any future head injury._____.

LIABILITY RELEASE I agree that in consideration of HAR allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrator, personal representatives or assigns, do agree to hold harmless, release, and discharge HAR, its owners, agents, employees, representatives, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES", of and from all claims, demands, causes of action and liability, whether the same be known or unknown, anticipated or unanticipated, due to HAR and/or its ASSOCIATES" ordinary negligence; and I do further agree that except in the event of HAR'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/so legal ward in relation to the premises and operation of HAR , to include while riding, handling, or otherwise being near the horses owned by or in the care, custody, and control of HAR.

SIGNER STATEMENT OF AWARENESS: I/WE understand, and have read the fore going 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.

ALL RIDERS AND PARENTS/LEGAL GUARDIANS MUST SIGN BELOW
Complete address and Phone number below is required

Signature of Rider (if over 21) _____ Print name _____ Date _____

Parent/guardian (if rider is under 21) _____ Date _____

Address _____

Emergency Phone Number _____ email address _____

Revised 3-15-13