LEGACY FARM AND STABLE LLC

 Riding instruction agreement and liability release form

Legacy Farm and Stable LLC, hereinafter known as “Host Facility” It’s Managing Members, and Joyce Morgan-Wimpfheimer Pressure Proof Coach (PPC) and assistants do not guarantee your safety.

REGISTRATION OF STUDENTS/ RIDERS AND AGREEMENT PURPOSE: In consideration of the payment of a fee and signing of this agreement, I, the following listed individual and parents or legal guardians thereof, if a minor, do hereby voluntarily request and agree to my/our child(ren’s) participation with Joyce Morgan-Wimpfheimer PPC and this STUDENT/RIDER will either ride his/her own horse, or school horses provided by the Host Facility for instructional purpose, today and on all future dates.

 Please print clearly

Rider Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of birth\_\_\_/\_\_\_/\_\_\_\_\_

Mailing address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Horse riding experience (please check one): Under 10 hours of experience\_\_\_\_\_ over 10 hours of experience\_\_\_\_\_

Does this student/rider have a physical or mental condition which may affect his/her safety and ability to ride a horse, of which we should be aware? No\_\_\_\_ yes\_\_\_\_ If yes, then how can we help this rider with his/her special needs?

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Initial\_\_\_\_ A .AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me, the registered STUDENT/RIDER, and/or the parents or legal guardians there of 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 and the county of the HOST FACILITY physical location. And disputes by the STUDENT/RIDER shall be litigated in, and venue shall be in the county in which the Host facility is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The prevailing party shall be entitled to recover their reasonable attorney’s fees and costs.

Initial\_\_\_\_B. definitions: The term HORSE hereinafter 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 STUDENT or RIDER shall hereinafter refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term I/WE/ME shall hereinafter refer to the STUDENT/RIDER or parents of a minor STUDENT/RIDER.

Initial\_\_\_\_C. ACTIVITY RISK CLASSIFICATION: I/WE UNDERSTAND THAT: Horseback Riding is classified as “RUGGED ADVENTURE RECRETIONAL SPORT ACTIVITY” and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to the National Electronic Injury Surveillance Systems of the United States, horse activities rank 64th among the activities of people relative to injuries that result in a stay in U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

Initial\_\_\_\_D. NATURE OF HORSES: I/WE UNDERSTAND THAT: 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 the horse to the ground, it will generally be at a distance of 3 ½ to 5 ½ feet and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on and has a limited understanding of the other. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: stopping short, changing directions, or speed at will, shifting its weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from danger.

Initials\_\_\_\_\_E. STUDENT RIDER RESPONSIBILITY: I/WE UNDERSTAND THAT: The student rider is in primary control of the horse. The rider’s safety largely depends upon his/her ability to carry out simple instruction and his/her ability to remain calm both around and aboard the moving animal. I/WE agree that the rider shall be responsible for his/her own safety.

Initials\_\_\_\_\_F. CONDITIONS OF NATURE OF AND INSPECTION OF PREMISIS: I/WE UNDERSTAND: that Joyce Morgan-Wimpfheimer and staff are 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, snow, or sliding snow, 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-doors groomed or wild land which is subject to constant changes in condition by weather, temperature, and natural and man-made changes in landscape I/WE have inspected the HOST FACILITY and are satisfied that all premise conditions are reasonably safe for rider’s intended purpose, usage, and presence upon the HOST FACILITY premises.

Initials\_\_\_\_\_G. SADDLE GIRTH/NATURAL LOOSENING: I/WE UNDERSTAND THAT: Saddle girths (saddle fasteners around a horse’s belly) May loosen during a ride. If a rider notices this he/she must alert the instructor as quickly as possible, so action can be taken to avoid slippage of the saddle and a potential fall from the horse.

Initials\_\_\_\_\_H. ACCIDENT/MEDICAL INSURANCE: I/WE (rider/parent/legal guardian) AGREE THAT: Should emergency medical treatment be required, I/WE and/or my own accident/medical insurance company shall pay for all such incurred expenses.

Initials\_\_\_\_\_I. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED: I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by Joyce Morgan-Wimpfheimer and/or staff, that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet should be purchased and will be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences. Also, appropriate footwear, with a half inch heel, smooth sole and covering the ankle shall be worn and it is suggested this be mostly leather.

Initials\_\_\_\_\_J. LIABILITY RELEASE: I/WE AGREE THAT: In consideration of Joyce Morgan-Wimpfheimer allowing myself or your child’s participation in these riding activities, under the terms set forth herein, I or WE, the parents, for ourselves and on behalf of our child(ren) and /or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Joyce Morgan-Wimpfheimer, agents, employees, representatives, assigns, members, owners of HOST FACILITY, and trails, affiliated organizations and insurers and others acting on its behalf (hereinafter collectively referred to as “Associates”) of and from all claims, demands, cause of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Joyce Morgan-Wimpfheimer and/or HER ASSOCIATES ordinary negligence; and I/WE, the parents, do further agree that except in the event of Joyce Morgan-Wimpfheimer gross negligence and willful and wanton misconduct. We (rider/parent/legal guardian/family) shall not bring any claims, demands, legal actions and causes of action, against Joyce Morgan-Wimpfheimer, her associates as stated above in this clause, for any economic and noneconomic 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 the HOST FACILITY, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of HOST FACILITY, or participating in any of the school activities, whether on or off the premises of HOST FACILITY.

Initials\_\_\_\_\_K. PHOTO RELEASE: I/WE GIVE OUR PERMISSION for Joyce Morgan-Wimpfheimer and Legacy Farm and Stable LLC to use ay photo of myself/our child(ren) for any photographic materials.

Initials\_\_\_\_\_L. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY FROM COVID-19

RIDERS OVER 18 OR PARENTS OR LEGAL GUARDIANS and minor rider must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS: I/WE, The student rider and the parent or legal guardian thereof if minor, the undersigned, have read and do understand the foregoing agreement, warning, release and assumption of risk and have read and voluntarily sign this agreement and further agree that no oral representations, statements or inducements apart from the written agreement have been made by any of the releasees. I/WE did not sign this agreement without reading it. I/WE further attest that all the facts relating to the rider’s physical condition, experience and age are true and accurate.

Families with multiple riders may all sign one form listing all riders.

RIDER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RIDER NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RIDER NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RIDER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RIDER NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF RIDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN (for riders under 18):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMERGENCY CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHECK HERE\_\_\_\_\_ IF YOU OR CHILD ARE ATTENDING CAMP