**RELEASE FROM LIABILITY AGREEMENT**

THIS RELEASE FROM LIABILITY AGREEMENT is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as Riding Student and TRANSITIONS EQUESTRIAN CENTER and its Riding Instructors. If said Riding Student is a minor, I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ parent and/or guardian (circle one) of aforementioned minor child and Riding Student agree to the following release from liability terms:

1. Riding Student (parent and/or guardian if Riding Student is a minor), understands the hazards, dangers, and inherent risks involved with horse handling. These risks include dangers and conditions that are innate part of equine activities and a horse’s unpredictable nature and temperament that may cause injury, harm, or death. Such activities include, but are not limited to the following:
	* Biting, kicking, falling, being stepped on, bucking, rearing, shying, fleeing, spooking
	* Unpredictable and/or erratic reactions to injuries, ailments, medications, unfamiliar objects, situations, noises, people, animals, movements, hazards, obstacles, terrain, or tack
	* Collision with objects or other horses
	* Problems resulting from another rider not maintaining control over his/her horse
2. Riding Student (parent and/or guardian if Riding Student is a minor), assumes responsibility for all risks entailed in/or arising from Riding Student’s use of or presence on the Riding Instructor’s property or facility. Such risks include, but are not limited to the following:
	* Bodily injury and/or death
	* Property damage, sustained by Riding Student in relation to the riding facility and it’s operation
	* Falls, kicks, bites, collision with objects or other horses
	* Fire
	* Unavailability of emergency medical care
	* Negligence and/or deliberate act of another person
3. Riding Student (parent and/or guardian if Riding Student is a minor), agrees to hold stable, it’s owner/s, Riding Instructor, and all staff affiliates completely free and harmless from claims, loss, litigation, demands, actions and causes of actions, injuries, damages, liability and cost or expense arising out of Riding Student’s use of or presence on the Riding Instructor’s or stable’s property and facilities, including without limitation those based on the following:
	* Bodily injury or death
	* Property damages sustained in relation to premises and operations of this stable including damages sustained while riding, handling, or being in proximity a horse owned by or in the care, custody and control of this stable; unless damages are caused by the direct, willful and wanton gross negligence of the Riding Instructor.
4. Riding Student, (parent and/or guardian if Riding Student is a minor) agrees to waive the protection of any state or jurisdiction statue that provides a general release from claims that the Riding Instructor and/or Riding Student does not know about or does not suspect exists at the time this release is signed.
5. Riding Student, (parent and/or guardian if Riding Student is a minor) assumes responsibility for all risks entailed in/or arising from Riding Student’s use of or presence on the Riding Instructor’s property or facility and holds Riding Instructor free and harmless from any and all claims, damages, judgments, expenses and/or attorney fees, which arise from use or presence on said property or facility.
6. Riding Student, (parent and/or guardian if Riding Student is a minor) agrees to abide by all Riding Instructor’s rules and regulations.
7. Riding Student, (parent and/or guardian if Riding Student is a minor) is responsible for use of proper equipment including helmets, gloves and boots.
8. Riding Student (parent and/or guardian if Riding Student is a minor), if using his/her own horse, declares that said horse is free from any infections and contagious or transmissible diseases.
9. Riding Instructor reserves the right to refuse a horse not in proper health, undesirable or is dangerous.
10. Riding Student, (parent and/or guardian if Riding Student is a minor) is responsible for complete insurance coverage for his/her horse, personal property, and self.
11. This agreement shall be subject to and under the laws of the statute of the State of Indiana.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Riding Instructor, TRANSITIONS EQUESTRIAN CENTER Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Riding Student Age Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Parent or Guardian Relation Date

Riding Student (if over the age of 18) understands that horses and riding can be very dangerous. It is strongly recommended to wear a riding helmet while riding or handling and accepts all responsibility for medical and legal expenses and injuries if said Student refuses to wear proper safety gear. By signing this document I waive the right to wear a riding helmet for myself or my child.

All riders must wear a helmet while jumping, doing gymkhana, on a young or unruly horse or trail riding.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Riding Student Age Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Parent or Guardian Relation Date

**Photo Release Waiver** / **Authorization and Release**

I hereby grant permission to Transitions Equestrian Center, their employees, agents, students, representatives to photograph my image, likeness, or depiction and/or that of my minor children (if applicable). I also grant permission to Transitions to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by Transitions for any purpose, including educational and advertisement purposes, and in any medium, including print and electronic. I understand that Transitions Equestrian Center may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for Transitions use or publication of photographs of me and/or those of my minor children (if applicable).

I hereby fully and forever discharge and release Transitions Equestrian Center from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) by Transitions , and covenant and agree not to sue or otherwise initiate legal proceedings against Transitions Equestrian Center for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I acknowledge and represent that I am over the age of 18, have read this entire document, that I understand its terms and provisions, and that I have signed it knowingly and voluntarily on behalf of myself and/or my minor children (if applicable).

Participant’s Name, printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*If participant under18 years of age)*