



Image of Hope Ranch

THIS PLACE

**Let me tell you of a place, where calm and quiet reign.
A breeze that whispers cross your face, and makes you feel again.**

**In this place of peace and hope, I begin to feel once more.
I pray it will not leave me soon, the sense of hope and joy.**

**The pine trees swaying in the breeze, the dawn that lights the sky.
I set myself under the trees, and watch His wonder come alive.**

**He may not see it in my eyes, I know he hears my prayers.
I thank the Maker for this place, the place that healed my heart.**

Alisha Shank

Mission Statement

"Image of Hope Ranch provides a sanctuary for individuals and families to heal by experiencing animals, nature, and the love of Jesus."

What is Image of Hope Ranch?

Image of Hope Ranch is a sanctuary where healing, learning and acceptance happens for individuals with emotional, intellectual, developmental, and physical challenges. Although we are a faith-based ministry, all are welcome at the Ranch regardless of their faith background. We have been able to improve lives and positively impact many individuals and families through our animal and nature programs.

Why was Image of Hope Ranch (IHR) started?

Image of Hope Ranch, a 501(c)(3), was founded by Randy and Alisha Shank in 2016. Originally from a small town in Ohio, in 2005 they moved to Gulfport, MS to help with the Hurricane Katrina recovery. While there, their family went through a time of emotional struggle of their own. During that time, they had a family that surrounded them with support and Christ's love, which helped them move toward healing.

In 2011, Randy and Alisha moved their family to Indiana and dreamed of giving back and at the same time supporting individuals who may be struggling emotionally. After praying about it, God revealed His plan to them and their dream of helping others was born.

Resources were pooled and the project began without any expectations of financial gain. This endeavor was an act of faith to see if the effort could be self-sustaining and able to help those in need emotionally and spiritually. There is a broad vision of what is to be accomplished, and Image of Hope Ranch tries to remain flexible in allowing God to guide us to where and how we serve those who come to the Ranch.

The ranch has a serene feeling of peace and we have watched visitors come to the place with the weight of the world on their shoulders and leave with hope and a new outlook on life. It is a sanctuary where healing takes place whether you are riding or working a horse, talking life's problems over with a horse, participating in other activities offered at the ranch, or just relaxing by the pond.

Currently Image of Hope Ranch serves the Northeast Indiana area. IHR has two facilities, one located in DeKalb County at 5499 CR 31 Auburn and the second in Steuben County at 9570 E Metz Rd Angola. We have 20 horses and ponies available that are paired with one Session Leader and one child or adult for a 60 minute session. Some of these horses have been rescued themselves and have a story of their own that proves what unconditional love and care can do.

These sessions are designed to be adaptable to meet the distinctive needs of each person. Instead of being lost in a group, every child, teenager or adult is nurtured by a leader who shares in his or her individual challenges and victories. Through hands-on experience they are taught the values of hope, family, trust, faith and unconditional love.

Sadly this is a generation of brokenness within individuals and families. Whether it is because of divorce, abuse, bullying, or the many life challenges that are faced, we at Image of Hope Ranch seek to help with healing for all who come visit.

What Are Our Goals?

It is our goal to provide a safe place for children, teenagers and adults to let go of their troubles even if it's for an hour. A place where they can experience hope and healing. A sanctuary where the bullying peer, the failed marriage, or the abuse can be forgotten at least for a while. This is done by inviting children, teenagers and adults to come and experience the relaxation and peace of spending time with horses. We work hard to pair each participant with a horse that will help them move forward in their life and learn to trust again, to heal, and to grow stronger. All activities are one on one with a trained Session Leader and are chosen at the Session Leader's discretion.

The participant may groom, work with, or ride a horse. Or maybe just spend time petting and talking to the horse, a time where they won't be judged, bullied, or hurt. The activity is decided based on the comfort level of the participant.

How Can I Participate?

Our program is open to children and adults ages 5 to 50. In certain circumstances age exceptions are considered. We understand that everyone faces their own unique set of challenges, so the child or adult must want to participate. Our leaders work hard to adapt the program to meet the individual needs of the child or adult.

We do not wish to turn anyone away, but there are a limited number of sessions available each week. Although we cannot guarantee a session for everyone who wants one, we do our best to accommodate as many as possible. To sign up for a session complete a Equine One on One Application and submit this to our office either by email at patty.imageofhope@gmail.com or 9570 E Metz Road Angola IN 46703.

In order to continue participating in the Equine One on One Program for consecutive years, it is required that the participant completes a new application every calendar year.

What Will My Session Look Like?

The goal of our session is to encourage the participants toward hope and healing. This process can be very different for each person as no one has the same personality or experiences. There are, however, some parts that are generally included in each session.

Chores: Every participant will complete a small chore during the session. This time is to help teach the importance of serving and caring for others whether it be a peer or a horse. It also teaches good work ethics which is a valuable life tool to learn and it gives the Session Leader a chance to evaluate and understand the participant so that they can gain a good perspective on how to best use the rest of the session time.

Working with the Horses: Most people come to Image of Hope Ranch because of the horses. Whether they have had experience with horses or not there is just something that draws people to them. During this time, they will learn to correctly handle, groom, ride, round pen and develop a relationship with a horse. Each session depends on the needs of the participant and the horse for that particular day.

Mentoring: Sometimes the need is to just be heard. Just to sit and have someone listen without judgment. Our Session Leaders are trained to be just that, an ear to listen and an open heart that cares.

What Is the Cost?

By the grace of God, Image of Hope is able to offer each session at no charge. We have been blessed with caring people who see our vision and therefore donate funds to cover the costs needed to provide these sessions.

What Do I Need to Wear for My Session?

Shoes/boots with closed toes are required. Shoes/boots with little or no tread and a heel are recommended. Long pants are recommended for riding. Nothing is permitted to be hanging down around the neck or tied around the waist while riding. No crop tops or short shorts. Indiana weather is ever changing and layered clothing is always a good idea. We recommend that you bring your own water bottle and sunscreen. Helmets are required for riding and are provided by Image of Hope for your use.

Information For Parents/Guardians/Caretakers

For children under the age of 13, we require that a child's parent, guardian or approved caretaker be on the property at all times during their child's session. **Please Initial** _____

Staff Initial _____

Staff Initial _____

Equine One on One Application

Name of Participant: _____

Age: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Email of Guardian: _____

Emergency Contact Information:

Name: _____

Emergency Phone #: _____

Relationship to Participant: _____

Does this participant have any physical or mental conditions which may affect his/her ability and safety to ride, groom, or perform groundwork with a horse and/or operate machinery? YES NO

Tell us a little bit about yourself and why you think Equine One on One will help you:

I, the above listed individual hereinafter known as the "PARTICIPANT" and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all activities including horse riding as a participant of Image of Hope Ranch, Inc.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

This agreement shall be legally binding upon me the registered PARTICIPANT, 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 and the county of Image of Hope Ranch, Inc.'s physical location. This agreement is intended to be valid and binding at all times now and in the future when Image of Hope Ranch, Inc. permits me (directly or indirectly) to enter the property of Image of Hope Ranch, Inc., be near any horse, receiving or giving any riding and/or training instruction or guidance from its associates and/or when I am near horses on or off of Image of Hope Ranch, Inc.'s property receiving or giving instruction.

Any disputes by the PARTICIPANT or parent/legal guardian shall be litigated in, and venue shall be the county in which Image of Hope Ranch, Inc. is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. Terms I, WE", I 'ME", "MY", shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person, or an object. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant.

Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground, it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger.

I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Image of Hope Ranch, Inc. to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE AGREE THAT: Image of Hope Ranch, Inc. is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way.

SOME EXAMPLES ARE: Thunder, lightning, 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 manmade changes in landscape.

I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Image of Hope Ranch, Inc. to list all possible conditions for me. The participant and parent or legal guardian have inspected Image of Hope Ranch, Inc. facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon Image of Hope Ranch, Inc. premises.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of the saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by Image of Hope Ranch, Inc. that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving, and/or working with and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce 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. I also understand that anyone including myself if I am under the age of 18 am REQUIRED to wear a helmet at ALL times that I am riding a horse on the property of Image of Hope Ranch, Inc. or away from the property if I am participating in an activity with Image of Hope Ranch, Inc. I am not relying on Image of Hope Ranch, Inc. and/or its associates to monitor my compliance with this suggestion or check any headgear/helmet or headgear/helmet strap that I may wear at any time now or in the future.

INDIANA EQUINE LAW WARNING OR LANGUAGE: I/WE ACKNOWLEDGE THAT: I have reviewed this state's INDIANA EQUINE LAW WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. Initial _____

Staff Initial _____

Staff Initial _____

INSTRUCTION TO SIGNERS:

DO NOT SIGN UNLESS A COPY OF THE INDIANA EQUINE LAW WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, my medical insurance company shall pay for ALL such incurred expenses.

Please check all that currently apply to this PARTICIPANT:

_____ Under AGE 18

_____ Over 200 lbs.

_____ Under 10 hours riding experience

SAFETY AGREEMENT I/WE AGREE: to stay out of all stalls, paddocks, corrals, tack-rooms, and office while waiting for horse related or other activities, or while waiting for a participant or instructor.

LIABILITY RELEASE I/WE AGREE THAT:

In consideration of Image of Hope Ranch, Inc. allowing my participation in this activity, under the terms set forth herein, I the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns do agree to release, hold harmless and Image of Hope Ranch, Inc., its owners, agents, employees, officers, board of directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as "associates") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Image of Hope Ranch, Inc. and/or its associates ordinary negligence or legal liability; and I do further agree that except in the event of Image of Hope Ranch, Inc. gross negligence and /or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Image of Hope Ranch, Inc. and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Image of Hope Ranch, Inc., to include while riding, driving, training, handling or otherwise being near horses owned by me or owned by Image of Hope Ranch, Inc., or in the care, custody or control of Image of Hope Ranch, Inc., whether on or off the premises, but not limited to being on said premises.

All Participants and/or Legal Guardians* must sign below after reading this entire document. SIGNER STATEMENT OF AWARENESS I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS. (If a dispute over this agreement or any claim for damages arises the Participant (or parent/ guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the Participant (or parent/guardian) and Image of Hope Ranch Board of Directors cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.)

Signature of Participant (required for anyone age 13 and over) _____

Date: _____

Staff Initial _____

Staff Initial _____

Signature of Parent or Legal Guardian* _____

Date: _____

(required for anyone under the age of 18) *Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal",

Staff Initial _____

Staff Initial _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name of Participant: _____
Name of Parent/Guardian (if participant is a minor): _____
Address: _____
Telephone: _____

I (we) hereby knowingly and voluntarily enter into this Release, Waiver and Agreement in consideration of the participant's ability and permission to ride OR use any Horse AND/OR participation in **any** activities at Image of Hope Ranch Inc - Steuben or DeKalb Facilities.

IMPORTANT NOTICE BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF ANY HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES WHILE AT IMAGE OF HOPE HORSE RANCH INC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR IMAGE OF HOPE HORSE RANCH INC. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I (we) hereby acknowledge on behalf of myself (ourselves) that I (we) have familiarized myself (ourselves) with the activities that I (we) will be allowed to participate in, and that I (we) do hereby acknowledge and agree that I (we) will participate in these activities without restriction or limitation. I (we) recognize the inherent risks involved in riding and working with horses including but not limited to: Bites, kicks, abrasions or contusions from horses. Being thrown or bucked off by horses. Scratches or other injury from grooming tools and other equine equipment and tack. Allergic reactions to animals, hay, or other allergens. Tripping in holes or on materials or equipment. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards. I (we) acknowledge that this is not a complete list of all possible risks associated with the use of the facilities, and I (we) agree that said list in no way limits the extent or reach of this Release.

I (we) hereby specifically forever release Image of Hope Horse Ranch Inc., and its property owners, board of directors, members, trainers, instructors, associates and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Image of Hope Horse Ranch Inc., and its property owners, board of directors, members, trainers, instructors, associates and agents, and I (we) hereby waive any and all claims against them that may potentially arise from my (our) participation. I (we) voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.

This Release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Image of Hope Horse Ranch Inc. and its property owners, board of directors, members, trainers, instructors, associates and agents.

By signing this agreement I (we) hereby acknowledge that while there may be supervision during my (our) time spent at Image of Hope Horse Ranch Inc., there will not be professional medical care (e.g. nurses, paramedics, therapists or other medical professionals) on the premises and Image of Hope Ranch Inc. and its property owners, board of directors, members, trainers, instructors, associates and agents bear no responsibility for my (our) health or medical care.

I (we) agree to indemnify, save and hold harmless Haven Hills Farm Inc., Image of Hope Horse Ranch Inc., and its property owners, board of directors, members, trainers, instructors, associates and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my (our) presence or participation at Image of Hope Horse Ranch Inc. or any acts or omissions of Image of Hope Horse Ranch Inc. and its property owners, board of directors, members, trainers, instructors, associates and agents. If I (we) am (are) present at and participate in the activities of Image of Hope Horse Ranch Inc., I (we) do so at my (our) own risk, and I (we) hereby acknowledge and agree that Image of Hope Horse Ranch Inc., its property owners, board of directors, members, trainers, instructors, associates and agents shall bear no responsibility or risk associated with injuries that could arise from my (our) presence or participation at Image of Hope Horse Ranch Inc.

PHOTO RELEASE I/WE RELEASE: all rights to photos taken of you or the above mentioned for future use by Haven Hills Farm LLC., Image of Hope Ranch, Inc., its founders, leaders and/or Board of Directors in ranch publications, videos, books newsletters, etc.

Signature: _____

Staff Initial _____

Staff Initial _____

By signing this document, I (we) hereby acknowledge my (our) complete understanding, agreement and consent to my (our) presence and/or participation in the activities at Image of Hope Horse Ranch Inc., without restriction, without liability to Image of Hope Horse Ranch Inc. and its property owners, board of directors, members, trainers, session leaders, associates and agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

This Release shall be effective and binding upon me (us) and upon my (our) assigns, heirs, representatives, executors, and administrators.

Participant's Printed Name: _____

Signature: _____

Date: _____

Staff Initial _____

Staff Initial _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR If the participant is under the age of eighteen (18) years, this Release must be signed by the parent/guardian of the minor, and I hereby agree to indemnify and hold harmless Image of Hope Horse Ranch Inc. and the other released parties in the event a member of my family pursues a claim against Image of Hope Horse Ranch Inc. or the other parties released. I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this document.

Printed Name: _____

Relationship: _____

Parent/Guardian Signature: _____

Date: _____

Staff Initial _____

Staff Initial _____

Stable Rules

1. All volunteers, participants, guests, friends, relatives, and visitors must sign a copy of the release of liability form. Not signing the release form is trespassing.
2. At no time shall a person under the age of 18 be at the ranch alone.
3. No smoking or vaping on the property.
4. If the horse you are working with makes a mess (manure, shedding hair, hoof clippings or other waste) please clean it up. Remove manure from the riding arena(s) and aisle way(s) after one's horse. Put manure in the proper receptacle.
5. Do not tie a horse you are working with to the bars on the stalls or a gate. There are tie rings available in specific areas to tie the horse.
6. Please put tack, brushes, whips etc. back where they belong after use.
7. Anyone under the age of 18 is required to wear a helmet when riding.
8. No feeding the horses (grain, hay, treats etc.) unless you have been asked to do so by staff,
9. Do not enter stalls or paddocks of horses unless you have received permission from the staff.
10. Do not ride horses in the stall barns. This is dangerous to horse and human as well as everyone around.
11. Do not mount horse in stall whether tacked up or not. This is dangerous to horse and human.
12. Turn off lights when finished.
13. Please communicate any issues with the owner or staff in a professional and appropriate behavior.
14. Please turn off the therapy lights when finished.
15. Any contributions are to be made through Image of Hope Ranch and follow the proper channels.

Use of arena etiquette

16. No lunging or round penning if riders are using the arena.
17. Travel in the same direction as the majority of riders.
18. Remove your equipment from the arena when you are through and put it in designated areas.
19. Faster work stays to the outside, slower work to the inside.

Participant's Printed Name: _____

Signature: _____

Date: _____

Signature of Parent or Legal Guardian* _____

Date: _____

(required for anyone under the age of 18) *Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal",

Staff Initial _____

Staff Initial _____

INDIANA EQUINE LAW WARNING

SIGNATURE "WARNING" Under Indiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities, a copy of Indiana State Equine Statute BURNS INDIANA STATUTES ANNOTATED TITLE 34. CIVIL PROCEDURE ARTICLE 4. SPECIAL PROCEEDINGS CHAPTER 44. LIABILITY ARISING FROM EQUINE ACTIVITIES Indiana State Equine Statute BURNS INDIANA STATUTES ANNOTATED TITLE 34. CIVIL PROCEDURE ARTICLE 4. SPECIAL PROCEEDINGS CHAPTER 44. LIABILITY ARISING FROM EQUINE ACTIVITIES Burns Ind. Code Ann. § 34-4-44-1 (1995) § 34-4-44-1. "Equine" defined As used in this chapter, "equine" means a horse, pony, mule, donkey, or hinny. § 34-4-44-2. "Equine activity" defined (a) As used in this chapter, "equine activity" includes the following:

- (1) Equine shows, fairs, competitions, performances, or parades that involve equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three (3) day events, combined training, rodeos, driving, pulling, cutting, polo, steeple-chasing, English and western performance riding, endurance trail riding and western games, and hunting.
- (2) Equine training or teaching activities.
- (3) Boarding equines.
- (4) Riding, driving, inspecting, or evaluating an equine, whether or not monetary consideration or anything of value is exchanged.
- (5) Rides, trips, hunts, or other equine activities of any type (even if informal or impromptu) that are sponsored by an equine activity sponsor.
- (6) Placing or replacing horseshoes on an equine. (b) The term does not include being a spectator at an equine activity. § 34-4-44-3.

"Equine activity sponsor" defined As used in this chapter, "equine activity sponsor" means a person who sponsors, organizes, or provides facilities for an equine activity. § 34-4-44-4. "Equine professional" defined As used in this chapter, "equine professional" means a person who, for compensation:

- (1) Instructs a participant on riding, driving, or being a passenger upon an equine;
- (2) Rents to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine; or
- (3) Rents equipment or tack to a participant. § 34-4-44-5.

"Inherent risks of equine activities" defined As used in this chapter, "inherent risks of equine activities" means the dangers or conditions that are an integral part of equine activities, including the following:

- (1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine.
- (2) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals.
- (3) Hazards such as surface and subsurface conditions.
- (4) Collisions with other equines or objects.

(5) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability. § 34-4-44-

"Participant" defined As used in this chapter, "participant" means a person, whether an amateur or a professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity. § 34-4-44-7. "Person" defined As used in this chapter, "person" means an individual, an incorporated or unincorporated organization or association, or a group of such persons acting in concert. § 34-4-44-8.

Limited liability of equine activity sponsor or equine professional (a) Subject to section 9 [IC 34-4-44-9] of this chapter, an equine activity sponsor or equine professional is not liable for:

(1) An injury to a participant; or

(2) The death of a participant; resulting from an inherent risk of equine activities. (b) Subject to section 9 of this chapter, a participant or participant's representative may not make a claim against, maintain an action against, or recover from an equine activity sponsor or equine professional for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activities. § 34-4-44-9.

Exceptions to limited liability

(a) This section does not apply to the horse racing industry.

(b) Section 8 [IC 34-4-44-8] of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional:

(1) Who:

(A) Provided equipment or tack that was faulty and that caused the injury; and

(B) Knew or should have known that the equipment or tack was faulty;

(2) Who provided the equine and failed to make reasonable and prudent efforts based on the participant's representations of the participant's ability to:

(A) Determine the ability of the participant to engage safely in the equine activity; and

(B) Determine the ability of the participant to safely manage the particular equine;

(3) Who:

(A) Was in lawful possession and control of the land or facilities on which the participant sustained injuries; and

(B) Knew or should have known of the dangerous latent condition that caused the injuries, if warning signs concerning the dangerous latent condition were not conspicuously posted on the land or in the facilities;

(4) Who committed an act or omission that:

(A) Constitutes reckless disregard for the safety of the participant; and

(B) Caused the injury; or

(5) Who intentionally injured the participant. (c) Section 8 of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional under the product liability laws. § 34-4-44-10.

Warning notice to be posted

(a) This chapter does not apply unless an equine activity sponsor or an equine professional post and maintains in at least one (1) location on the grounds or in the building that is the site of an equine activity a sign on which is printed the warning notice set forth in section 12 [IC 34-4- 44-12] of this chapter.

(b) A sign referred to in subsection (a) must be placed in a clearly visible location in proximity to the equine activity.

(c) The warning notice on a sign referred to in subsection (a) must be printed in black letters, and each letter must be at least one (1) inch in height. § 34-4-44-11.

Warning notice to be included in written contracts

(a) If there is a written contract, this chapter does not apply unless the written contract entered into by an equine professional for:

(1) The providing of professional services;

(2) The providing of instruction; or

(3) The rental of: (A) Equipment or tack; or (B) An equine; to a participant contains in clearly readable print the warning notice set forth in section 12 [IC 34-4-44-12] of this chapter.

(b) The warning notice required by subsection (a) must be included in a written contract described in subsection (a) whether or not the contract involves equine activities on or off the location or site of the equine professional's business. § 34-4-44-12.

Warning notice The warning notice that must be printed on a sign under section 10 [IC 34-4-44-10] of this chapter and included in a written contract under section 11 [IC 34-4-44-11] of this chapter is as follows:
WARNING Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Initial

Participant's Printed Name:

Signature: _____

Date: _____

Staff Initial _____

Staff Initial _____

Signature of Parent or Legal Guardian* _____

Date: _____

(required for anyone under the age of 18) *Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal",

Staff Initial _____

Staff Initial _____

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