

# Stabling Form – Whitefish Equestrian Center

Stall Number \_\_\_\_\_

One horse-rider combination per entry form.

**Show Date: MHJA Benefit July 30th/31st**

### Office Use Only

Payment:  cash  check # \_\_\_\_\_  open ck closed

Other #s on same check \_\_\_\_\_

Other #s w/ same horse \_\_\_\_\_ #'s with same rider \_\_\_\_\_

### Rider Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

### Horse Information

Name \_\_\_\_\_

Owner \_\_\_\_\_

### Stabling Information

Nights requested to stable (\$25.00 per night):  Thursday  Friday  Saturday  Sunday

Approximate Time of Arrival: \_\_\_\_\_

Number of bags of shavings requested (\$10.00 per bag) \_\_\_\_\_ Number bales of hay requested: Alfalfa (\$15.00) \_\_\_\_\_ Grass (\$10.00) \_\_\_\_\_

Total dollars for Nights	Total dollars for Shavings	Total dollars for Alfalfa	Total dollars for Grass	Total Enclosed

### Release of Liability

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Whitefish Equestrian Center's rules and regulations which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager. Rider expressly releases Whitefish Equestrian Center from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Whitefish Equestrian Center or its representatives, agents or employees.

#### WARNING

**Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.**

2. Rider agrees to hold harmless, indemnify and defend Whitefish Equestrian Center against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Whitefish Equestrian Center and the facilities located thereon.

3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Whitefish Equestrian Center, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Whitefish Equestrian Center reserves the right to refuse access or use of any horse upon the premises that does not appear to Whitefish Equestrian Center to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent if Rider is a minor

\_\_\_\_\_  
Date