

RIDING INSTRUCTION AGREEMENT FOR INDIVIDUALS

This form must be completed by and for each participant

Crazy W, Inc dba Equine Differences

Hereinafter known as "THIS STABLE"

Location or Address 11911 Leavitt Road, Oberlin, Ohio 44074

Please Read Carefully Before Signing

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at "THIS STABLE", and that this student will either ride his/her own equine, or school equines provided by THIS STABLE for instructional purpose, today and on all future dates:

Rider Name	Age (if under 21)	Weight Over 240#	Equine Riding Experience (Check which one applies)
1.	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> BEGINNER (under 10 hours) <input type="checkbox"/> OVER 10 HOURS
Does this rider have a physical or mental condition, which may affect his/her safety and ability to ride an equine, of which we should be aware? YES NO (circle one) If "yes", how can we help this rider with his/her special needs?			

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered student, 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 county of THIS STABLE'S physical location. Any disputes by the rider shall be litigated in, and venue shall be in the county in which THIS STABLE is physically located. If any clause, phrase, or ward is in conflict with state law, then that single part is null and void. The term "EQUINE" herein means a horse, pony, mule, donkey, hinny, zebra, zebra hybrid, or alpaca. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of an equine, whether from the ground or mounted and is an Equine Activity as defined in Ohio Revised Code 2305.321(A)(2)(a). The terms "STUDENT and/or RIDER" shall herein refer to an Equine Activity Participant under Ohio Revised Code 2305.321(A) (3). The terms "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.
- C. **ACTIVITY RISK 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 the safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of the United States Consumer Products) horse activities rank approximately 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.
- D. **NATURE OF THIS STABLE'S SCHOOL EQUINES** I UNDERSTAND THAT: THIS STABLE chooses its school equines for their calm dispositions and sound basic training as is required for STUDENT RIDERS, and THIS STABLE follow a rigid safety program. Yet, no riding equine is a completely safe equine. Equines 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 equine to ground it will generally be at a distance of from 3.5 to 5.5 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, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (equine) and each has a limited understanding of the other. If an equine 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.
- E. **RIDER RESPONSIBILITY** I UNDERSTAND THAT: Upon mounting an equine and taking up the reins the rider is in primary control of the equine. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to maintain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an

unborn child, if the rider is pregnant. Pregnant women should ride equines only under the advice of a physician. THIS STABLE advises pregnant women no to ride equines.

- F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES I UNDERSTAND THAT acts, occurrences, or elements of nature can scare an equine, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles which may walk, run, or fly near, or bite or sting an equine 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 man-made changes in landscape. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.
- G. SADDLE GIRTHS/NATURAL LOOSENING I UNDERSTAND THAT: Saddle girths (saddle fasteners around the equine's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.
- H. 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. My accidental/medical insurance company is _____ and my policy number is _____.
- I. PROTECTIVE HEADGEAR WARNING I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets and exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near equines and I do understand that the wearing of such headgear at these times may reduce severity of some of the wear's head injuries and possibly prevent the wearer's death from happening as a result of a fall or other occurrences.
- J. WAIVER OF LIABILITY I AGREE THAT the terms and conditions of the WAIVER OF LIABILITY BASED ON EQUINE ACTIVITY is incorporated as if fully rewritten herein.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THAT FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUPTIONS OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCUARTE.

SIGNATURE OF RIDER (spouses must sign for themselves)

DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1

for _____
NAME (please print)

DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2

for _____
NAME (please print)

DATE

Address in full: _____

Home Phone #: _____

Bus. Phone#: _____