



## **LIABILITY WAIVER**

**THIS IS A LEGAL NOTICE OF RISKS INHERENT IN EQUINE ACTIVITIES. PLEASE READ CAREFULLY BEFORE SIGNING.**

In consideration of the services, horses, tack and related equipment provided by Peaceful Bay Stables, LLC, a Montana limited liability company; (the "Stable"), I, \_\_\_\_\_ **(SELF OR GUARDIAN if for a minor)**  
\_\_\_\_\_**(Minors Name)**, hereby represent the following understandings and acknowledge notice of the risks inherent in equine activities as described below.

**AFTER YOU HAVE CAREFULLY READ EACH PARAGRAPH, PLEASE INITIAL NEXT TO THAT PARAGRAPH TO SHOW THAT YOU HAVE READ IT AND AGREE.**

\_\_\_\_ 1. I understand and am aware that equine activities entail inherent, unpredictable, and unavoidable risks. I understand that the activities may be very dangerous and could result in severe physical or emotional injury, including but not limited to paralysis, death, and/or property damage. I understand that these risks simply cannot be eliminated and are a necessary incident of equine activities.

\_\_\_\_ 2. I understand that no horse is completely safe. 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 a horse to the ground it will usually be at a distance of 3 ½ to 5 ½ feet. Horseback riding is the only sport where a much smaller predator animal (human) tries to impose its will on, and become a unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened 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 at speed, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger.

\_\_\_\_ 3. I understand that acts, occurrences, or elements of nature can scare a horse or cause it to fall or react in an unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse, irregular footing on groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

\_\_\_\_ 4. I acknowledge that Stable's managers, employees, independent contractors and volunteers have difficult jobs to perform. They strive for and seek safety, but they are not infallible. They may misjudge the conditions that affect the safety of equine conditions. In addition, despite diligent safety inspections and

timely maintenance, equipment failure is possible and represents potentially unpredictable, unavoidable, and dangerous risks.

\_\_\_\_ 5. I represent that I have experience with or am fully capable of handling and riding horses. Alternatively, if I am a beginner I have notified Stable that I am a beginner and need instruction and training.

\_\_\_\_ 6. I represent that I am in good health and have no physical or emotional conditions that might interfere with me safely or riding horses. If I am in poor health or have a condition or conditions that could impact my ability to ride a horse I have notified Stable of such condition(s). If I choose to ride or handle horses in spite of my condition(s), I am willing to assume and bear the costs of all such risks that may be created, directly or indirectly, by any such condition(s).

\_\_\_\_ 7. I hereby agree to indemnify and save and hold harmless Stable and any of its members, officers, agents, employees, independent contractors and volunteers from any claims, actions, demands, expenses, and liabilities (including reasonable attorney's fees) that they might incur in defending a lawsuit challenging the validity of this Notice.

\_\_\_\_ 8. I hereby assume full responsibility for the risk of bodily injury, death or property damage due to any equine activities I choose to participate in at Stable's facilities or with Stable's horses, equipment or personnel.

\_\_\_\_ 9. I represent that I have adequate medical and liability insurance coverage for any injury or damage I may cause or suffer while undertaking equine activities at Stable's property or with Stable's horses, equipment or personnel, or alternatively, I agree to bear the costs of such injury or damage myself.

\_\_\_\_ 10. Even with such an understanding and appreciation of the risks outlined in this Notice, I voluntarily elect to ride and handle horses provided by Stable or others or my horses on Stable's property.

\_\_\_\_ 11. I have read and voluntarily signed the Notice and agree that no oral representations, statements, or inducements of any kind apart from the foregoing written Notice have been made.

\_\_\_\_ 13. I agree that the laws of the State of Montana will govern the responsibilities of the parties with respect to equine activities (Sections 27-1-725 through 727, Montana Code Annotated).

**I HAVE CAREFULLY READ THIS NOTICE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A NOTICE OF THE RISKS INHERENT IN EQUINE ACTIVITIES. I HAVE SIGNED IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (If a operator is under 18 years old, Parent or Guardian must read and sign the Parental Consent below)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

**PARENTAL CONSENT**

In consideration for the minor named below being permitted to undertake equine activities at Stable’s facilities, I acknowledge receipt of the above Notice and consent to my minor child participating in equine activities:

**AFTER YOU HAVE CAREFULLY READ THE NOTICE AND THE PARAGRAPH BELOW, PLEASE INITIAL NEXT TO THE PARAGRAPH TO SHOW THAT YOU HAVE READ IT AND AGREE.**

\_\_\_\_\_ The undersigned parent, guardian, or custodian of the above minor, for himself or herself and on behalf of said minor, hereby acknowledges receipt of the above Notice of Risks Inherent in Equine Activities on behalf of the minor.

\_\_\_\_\_  
NAME OF MINOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent, Guardian, or Custodian of Minor

\_\_\_\_\_  
Signature of Parent, Guardian, or Custodian of Minor

**MONTANA CODE ANNOTATED § 27-1-725, 726 AND 727 (2013)**

Section 27-1-725 provides in pertinent part that “it is the policy of the State of Montana that a person is not liable for damages sustained by another solely as a result of risks inherent in equine activities, if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities.”

Section 27-1-726 defines “risks inherent in equine activities” as “dangers or conditions that are an integral part of equine activities, including but not limited to: (a) the propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine; (b) the unpredictability of an equine’s reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animals; (c) hazards, such as surface and subsurface ground conditions; (d) collisions with other equines or objects; or (e) the potential of another participant to not maintain control over the equine or to not act within the person’s ability.”

Section 27-1-727 states in pertinent part that “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.” Additionally, such Section states that “an equine participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities.”