



## Image of Hope Ranch

Dear Potential Thrive Participant,

Thank you for your interest in becoming a Thrive participant. It is our goal to make sure that everyone who comes to Image of Hope is made to feel welcome but most of all is safe. Enclosed are the forms needed to become Thrive participant. All forms must be completed and signed. A completed Liability Release form is needed for everyone you might bring to the ranch.

Thank you, Alisha Shank, Founder/CEO  
Image of Hope Ranch

### **Mission Statement**

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

### **Statement of Faith**

Image of Hope Ranch is a faith-based organization and is not associated with any denomination. Our belief is based upon the same values that our nation was built on. The founders believe in a God who sent His Son Jesus Christ for us. It is our desire to serve God by the demonstration of our faith through action. Our faith is demonstrated through "living example" to those who surround us. It is our highest honor to serve others with the same loving grace that has so freely been given to us.

# Thrive Mentoring Program

*We were made to “Thrive”!*

## 3 Mentoring Program Opportunities

We are dedicated to cultivating and nurturing healthy relationships and providing essential mentoring support. Our mentoring programs are specifically designed to empower individuals dealing with anxiety, depression, or those who have intellectual or emotional challenges.

The Thrive mentoring programs are open to children and adults ages 5 to 50. In certain circumstances age exceptions are considered. The season runs from April-October and each Equine Mentoring and Nature/Animal Mentoring session is 1 hour per week. The Journey to Fulfillment program is every Saturday for ages 14-18 and two Saturdays per month for ages 9-13 and 5-8.

We understand that everyone faces their own unique set of challenges, so the child or adult must want to participate. Our mentors work hard to adapt the program to meet the individual needs of the child or adult. To sign up for a session complete a Thrive Mentoring Application and submit this to our office either by email at [imageofhope2017@gmail.com](mailto:imageofhope2017@gmail.com) or mail to 5499 CR 31 Auburn IN 46706. For any questions, please call our office at 260-409-9860.

By the grace of God, Image of Hope is able to offer each session at no charge to the participant although they are asked to find a Thrive Sponsor to help cover the cost of the sessions (see attached).

**Equine Mentoring** - One on one with a mentor, participants learn connection with the horse, rhythmic riding, self-regulation, and build a relationship with the mentor and the horse.

**Nature/Animal Mentoring** - One on one with a mentor, participants learn about animals, kayaking, fishing, archery, and other nature activities.

**Journey To Fulfillment** – In a small group setting, youth enhance their skills and community engagement during their time at the Ranch. They learn valuable life skills, including animal care, job training, effective communication, and participation in various building projects. This program caters to three distinct age groups, tailoring the experience to the unique needs of each: those aged 14-18, 9-13, and 5-8 years old.

## 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 \_\_\_\_\_

Office Use: Date \_\_\_\_\_  Equine Mentoring  Nature/Animal Mentoring  Journey to Fulfillment

## Image of Hope Ranch, Inc. Thrive Application Contact Information

NAME: \_\_\_\_\_

GUARDIAN EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

RELATIONSHIP TO PARTICIPANT: \_\_\_\_\_

### MEDICAL INSURANCE

I/WE AGREE THAT: Should medical treatment be required, my medical insurance company shall pay for ALL such incurred expenses. **Initial** \_\_\_\_\_

Staff Initial \_\_\_\_\_  
Staff Initial \_\_\_\_\_

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

Please select the following Thrive program that you feel meets your needs best and that you would enjoy most.

Equine Mentoring  Nature/Animal Mentoring  Journey to Fulfillment

Tell us a little bit about yourself and why you think the Thrive Mentoring Program 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, participating in activities such as archery, kayaking, fishing, hiking and or any activities offered at Image of Hope Ranch, Inc.

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 is an activity 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 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.

**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 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. This includes **any and all activities** at Image of Hope Ranch, Inc.

**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.)

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

PHOTO RELEASE I/WE RELEASE: all rights to photos taken of me for future use by Image of Hope Ranch, Inc. and/ its founders, leaders, staff and/or Board of Directors in ranch publications, videos, books newsletters, etc.

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 \_\_\_\_\_

I understand that this application and all parts of this file are to be kept in confidence and are the sole property of Image of Hope Ranch, Inc. I further state that I have read the Verification and Release and know the contents thereof and I sign this release as my own free act. This is a legally binding agreement which I have read and understand. Initial: \_\_\_\_\_

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 \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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 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 hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation.

I 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 acknowledge that this is not a complete list of all possible risks associated with the use of the facilities, and I agree that said list in no way limits the extent or reach of this Release. I hereby specifically forever release Image of Hope 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 Ranch Inc., and its property owners, board of directors, members, trainers, instructors, associates and agents, and I hereby waive any and all claims against them that may potentially arise from my participation. I 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 Ranch Inc. and its property owners, board of directors, members, trainers, instructors, associates, and agents. By signing this agreement I hereby acknowledge that while there may be supervision during my 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 health or medical care.

I agree to indemnify, save and hold harmless Image of Hope 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 presence or participation at Image of Hope Ranch Inc. or any acts or omissions of Image of Hope Ranch Inc. and its property owners, board of directors, members, trainers, instructors, associates and agents.

If I am present at and participate in the activities of Image of Hope Ranch Inc., I do so at my own risk, and I hereby acknowledge and agree that Image of Hope 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 presence or participation at Image of Hope Horse Ranch Inc.

By signing this document, I hereby acknowledge my complete understanding, agreement, and consent to my presence and/or participation in the activities at Image of Hope Ranch Inc., without restriction, without liability to Image of Hope Horse Ranch Inc. and its property owners, board of directors, members, trainers, instructors, 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 and upon my assigns, heirs, representatives, executors, and administrators.

Participant Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Initial \_\_\_\_\_

Staff Initial \_\_\_\_\_

Printed Name of Parent or Legal Guardian

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 \_\_\_\_\_



## IMAGE OF HOPE RANCH 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 Image of Hope 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, or the owner of the horse.
9. Do not enter stalls or paddocks of horses unless you have received permission from the horse's owner or staff.
10. Do not ride horses in the stall barns. This is dangerous to horses and human as well as everyone around.
11. Do not mount horse in stall whether tacked up or not. This is dangerous to horses and human.
12. Turn off lights when finished.
13. Please communicate any issues with the owner 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 Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Initial \_\_\_\_\_

Staff Initial \_\_\_\_\_

Printed Name of Parent or Legal Guardian

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

“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.

§ 34-4-44-6. "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.

(a) must be placed in a clearly visible location in proximity to the equine activity.

(b) A sign referred to in subsection

(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.