



Equestrian Services, Riding Instruction, Coaching, Day Camping, Overnight Camping, Overnight Retreats, Parties, Scout Clinics, Clinics, Training, Boarding, Horse Leasing

Liability Release and Indemnification Agreement

dba Rosebud Stables

11520 Bixby Hill Road, Arcade, NY 14009 716.492.1420

A. Registration Of Participant And Agreement Purpose I the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equestrian services provided by Rosebud Stables.

Form with fields for NAME, AGE, Date of Birth, Horse riding experience, Medical Insurance, ADDRESS, CITY/STATE, ZIP, HOME PHONE, Cells.

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL

B. Agreement Scope And Territory And Definitions This agreement shall be legally binding upon me the registered participant, and the parents or legal guardian's 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 ROSEBUD STABLES physical location.

C. Inherent Risks / Assumption of Risks I ACKNOWLEDGE THAT: Riding has risks. If you (boarder/student/ rider/guest) go riding or are around horses, and get hurt or killed, it is your fault. It is not the fault of Rosebud Stables, nor the land owners, or anyone else.

I/We agree and understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse equine animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them.

D. Wilderness Experience Participation, Conditions Of Nature Warning, Unfamiliar and Sudden Sights, Sounds, and Movements Warning, And Inspection of Premises I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT the meaning of WILDERNESS EXPERIENCE is defined as the pursuit of an activity in a natural and /or wild and/or rugged and/or uncultivated area or region, as of forest, and/or hills and/or mountains, and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to , mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and wandering at will.

**E. Carry-On Objects Warning And Sharp, Loud Noises Warning I/WE ACKNOWLEDGE THAT:** When approaching, mounting, and riding horses I must not carry any loose items that may fall or blow away in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, and purses. When near or riding horses participants must not make sharp or loud noises, such as whistling, screaming or yelling, the sound which may scare horses causing them to react in unsafe ways.

**F. Saddle Girth and Loosening Warning I/WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around the horses belly) May loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from horse.

**G. Protective Headgear/ Helmet Warning And Offering: I/We Agree That:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by Rosebud Stables that protective headgear/ helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD for 1163 Equestrian Helmet, should be worn while riding, handling, 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 happenings as the result of a fall and other occurrences. **I/WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear/ helmet offered that I/WE will be responsible for properly securing the headgear/helmet on the participant's head at all times. I am not relying on Rosebud Stables and /or its associates to check headgear/helmet or head gear/ helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

**H. Rosebud Stable's Protective Headgear/Helmet Policy** I understand and agree that Rosebud Stables requires riders to wear ASTM Standard F 1163 Protective headgear/ Helmet according to the following requirements.

Rider Age	Protective Headgear/Helmet Requirement
15 yrs and younger	Must wear the protective headgear/helmet
16 and 17 Yrs	Must wear the protective headgear/helmet unless their parents or legal guardians sign the refusal statement that follows
18 yrs and older	Must choose to wear or not to wear the protective headgear/helmet by checking the acceptance or refusal box that follows

**I. Protective Headgear/Helmet Acceptance or Refusal for Riders 16 Years and Older Check your choice:**

- Protective Headgear/Helmet Acceptance:** I/We request for this participant to wear protective headgear/helmet which Rosebud Stables provides and will be solely responsible for securing the headgear/helmet on the participant's head.
- Protective Headgear/Helmet Refusal:** I/WE refuse for this participant to wear any type of protective headgear/helmet or will provide MY/OWN. I/WE assume full responsibility for MY/OWN safety in this decision.

**J. GRANT OF PERMISSION** I/we the undersigned, (boarder/student/rider/guest above named for, if minor, parents/guardians) hereby grant permission and authority to Rosebud Stables, its officers and authorized employees to act for us in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Rosebud Stables, its officers, agents, and employees, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at Rosebud Stables. Or participating in any activity sponsored by Rosebud Stables, and from any liability connected with obtaining prompt medical attention for the rider named above.

**K. Liability Release I AGREE THAT:** In consideration of ROSEBUD STABLES allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward do agree to release and hold harmless, and discharge Rosebud Stables, its owners, agents, its directors, officers, employees, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "associates"), of and from all now existing and/or hereafter arising claims, liabilities, causes or action, losses or damages, legal liabilities, whether the same be known or unknown, anticipated or unanticipated, due to Rosebud Stable's and or its Associate's ordinary negligence or legal liability; and I do further agree that except in the event of Rosebud Stable's gross negligence and /or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of actions, against Rosebud Stables and its Associates as stated above in tis 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 o Rosebud Stables, to include while riding, handling, or otherwise being near horses owned by me or owned by Rosebud Stables, or in the care , custody or control of Rosebud Stables, whether on or off the premises of Rosebud tables, but not limited to being on this Stables' premises.

**Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document**

**SIGNER STATEMENT OF AWARENESS**

I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPR TIPN OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. IAM SIGNING THIS WHILE OF SOOUND MIND AND NOT UNDER THE INFLUENCE OF ALCOHOL DRUGS OR INTOXICANTS

SIGNATURE OF PARTICIPANT (SPOUSES MUST SIGN FOR THEMSELVES)		DATE	
SIGNATURE OF PARENT, GUARDIAN AND/ OR SPOUSE #1	DATE	SIGNATURE OF PARENT, GUARDIAN AND /OR SPOUSE #2	DATE
PERSON TO CONTACT IN CASE OF EMERGENCY	RELATIONSHIP TO PARTICIPANT	PHONE NUMBER	