

**C Bracket Horse Barn**  
**RIDING INSTRUCTION AND LIABILITY RELEASE FORM FOR INDIVIDUALS**  
THIS STABLE AND/OR TRAINER DOES NOT GUARANTEE YOUR SAFETY.

Christy Martinez, THIS STABLE, C Horse Bracket Barn, 6000 Cole Creek Rd, Evansville, WY 82636, and all employees, officiators or contract laborers are hereinafter known as "THIS STABLE/TRAINER".

RIDER NAME: \_\_\_\_\_ AGE (IF UNDER 21): \_\_\_\_\_

**Horse Riding Experience:**

\_\_\_\_\_ Beginner (under 10 hrs)                      \_\_\_\_\_ Intermediate (10 - 50 hrs)                      \_\_\_\_\_ Advanced (over 50 hrs)

Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs that may affect his/her safety and ability to ride a horse? \_\_\_\_\_

**Protective Headgear Offering**

I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by Instructor or have provided for myself protective headgear. Student understands that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death as the result of a fall or other occurrence. It is understood that Instructor provided headgear may not be of perfect fit for each Student head, and that once provided I/ WE will be responsible for securing the helmet on Student head at all times.

**Mark an "X" below in the box before the statement that Student agrees to:**

- ( ) PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which Instructor provides.
- ( ) PERSONAL PROTECTIVE HEADGEAR: I/WE will provide MY/OUR own headgear. I/WE accept full responsibility for MY/OUR safety in this decision.
- ( ) PROTECTIVE HEADGEAR REFUSAL: I/WE refuse to wear any type of protective headgear. I/WE accept full responsibility for MY/OUR safety in this decision.

ACCIDENT/MEDICAL INSURANCE – I AGREE THAT: Should emergency medical treatment be required, I and/or my own accidental medical insurance company shall pay for all such incurred expenses.

**Riders or their Parents Must Initial Below for Each Paragraph:**

\_\_\_\_\_/\_\_\_\_\_ REGISTRATION OF RIDERS AND AGREEMENT PURPOSE – In consideration of payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof 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 horse, or TRAINER horses provided by TRAINER for instructional purpose, today and on all future dates.

\_\_\_\_\_/\_\_\_\_\_ FAMILY, FRIENDS AND OTHER SPECTATORS – I understand that signing this waiver also applies to any siblings, family, friends or other spectators that accompany a student to the barn. I understand it is my responsibility to supervise other children and ensure that they abide by the barn rules. I agree the barn is not responsible for any accident or injury to spectators who are on the grounds of the C Bracket Horse Barn.

\_\_\_\_\_/\_\_\_\_\_ AGREEMENTS AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me, the registered student, and the parents or legal guardian 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/TRAINER'S physical location. If any clause, phrase, or word is in conflict with state law then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

\_\_\_\_\_/\_\_\_\_\_ ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

\_\_\_\_/\_\_\_\_ NATURE OF THIS TRAINER'S SCHOOL HORSES – I UNDERSTAND THAT: THIS TRAINER chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and THIS STABLE/TRAINER follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are five to 15 times larger, 20 to 40 times more powerful, and three to four times faster than a human. If a rider falls from horse to ground, it will generally be at a distance of from three feet to five 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) tried to impose their will on, and become one unit with, another much larger, stronger prey animal with a mind of its own (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, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

\_\_\_\_/\_\_\_\_ RIDER RESPONSIBILITY – I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety is dependant upon his/her ability to remain aboard the moving animal and willingly and promptly follow instructions. I agree that the rider shall be responsible for his/her own safety, including that of and unborn child, if the rider is pregnant.

\_\_\_\_/\_\_\_\_ CONDITIONS OF NATURE AND INSPECTION OF PREMISES - I UNDERSTAND THAT: THIS STABLE/TRAINER is not responsible for total or partial acts, occurrences, or elements of nature 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 and sting a horse or person; 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/TRAINER'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.

\_\_\_\_/\_\_\_\_ PROTECTIVE HEAD GEAR IS AT THE DISCRETION OF THE RIDER AT THIS STABLE. Helmets are available to borrow from the barn.

\_\_\_\_/\_\_\_\_ RIDING LESSON APPOINTMENTS AND PAYMENTS – I UNDERSTAND AND AGREE THAT: THIS TRAINER offers lessons and should be paid for at the time services are rendered unless other arrangements are made. Rider hereby agrees to pay for all riding lessons taken at THIS STABLE with THIS TRAINER. In cases of inclement weather or instructor illness, or other unforeseen occurrences, THIS STABLE/TRAINER reserves the right to cancel lessons.

\_\_\_\_/\_\_\_\_ RIDERS ARE EXPECTED TO: Ride in appropriate clothing including but not limited to: jeans and closed-toed shoes or boots. Cowboy boots are preferred. Avoid chunky soles on shoes.

**WARNING:**

**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.**

I agree and acknowledge as follows:

I understand that the Activities (defined above) are inherently dangerous and I recognize the importance of following instructions provided and agree to follow provided instructions;

I assume the risk of injury or death that may occur as part of participating in the Activities;

I am knowingly and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence as set forth herein;

I hereby release and discharge on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the Minor Child (or act on our respect behalves) C Bracket Horse Barn, a Wyoming Limited Liability Company, and its employees, customers, agents, managers, members, and affiliates (the "Released Parties") from any and all liability, including any and all liability for negligence; and

I acknowledge that this Agreement is:

Clear, unambiguous, and unequivocal;

Explicit and voluntary in my waiver, release, and assumption of risk;

Comprehensive for all lawsuits, claims, injuries, and damages; and

I have read, understand, and agree to all terms of this Agreement.

I agree that I and/or the Minor Child are voluntarily participating in the Activities and the use of the equipment, facilities, and the premises related thereto (the "Facilities"). I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation in the Activities or use of the Facilities or any damage, loss, or theft of any personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. I understand that, although I am initialing certain sections of this Agreement, it is my intention to agree to the entire Agreement and I hereby agree to all terms of this Agreement.

I grant C Bracket Horse Barn permission to use my, and the Minor Child's, likeness in its publications, websites, marketing, and other materials without payment, and without any prior approval of any and all publications, websites, marketing, and other materials that contain my and/or the Minor Child's likeness.

SIGNED STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, RELATIONSHIP TO GUARDIAN/PARENT AND AGE, ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER/PARENT \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME(S) of RIDER or PARENTS/GUARDIANS

\_\_\_\_\_

CELL PHONE \_\_\_\_\_