



**EQUINE RIDING and/or TRAINING INSTRUCTION AGREEMENT
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT (for individuals)**

**BLACK FOX FARM LLC hereafter known as "THIS STABLE"
55 STABLE ROAD, RICHMOND, MAINE 04357**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

A. Registration of student and agreement purpose. I, _____

(Print your full name)

the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of BLACK FOX FARM LLC, and that I will either utilize my own horse or horses provided by BLACK FOX FARM LLC for instruction purposes.

Student Name Please Print Name	Age (If under 18)	Weight Over 240lb or 110kg	Horse handling/riding experience (check one that applies):
First Name		Yes	Under 10 Hours
Last Name			No
		Over 40 Hours	

Does this student have any physical and/or mental condition(s), and/or disabilities which may affect his/her safety and ability to ride and/or train a horse? (circle one) | **Yes** | **No** | If you circled, "YES", Please have your family physician approve this activity before participating in our lesson program.

ACCIDENT/MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

My medical insurance company is _____

My policy # is _____

I do not carry medical insurance _____

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 student, and the parents or legal

(Print your full name)

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 BLACK FOX FARM LLC's physical location. This agreement is intended to be valid and binding at all times now and in the future when BLACK FOX FARM LLC permits me (directly or indirectly) to enter BLACK FOX FARM LLC's property, be on BLACK FOX FARM LLC's property, be near any horse, receive riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of BLACK FOX FARM LLC's property. Any disputes by the rider shall be litigated in Sagadahoc County, Maine. 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 terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY", shall herein refer to the above registered student and the parents or legal guardian thereof if a minor.

- C. ____/____ **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, regardless of all feasible safety measures, which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The 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 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3½ to 5½ feet, and the impact may result in harm to the rider. Horseback riding and training are activities in which one much smaller, weaker predator animal (the human) tried 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 BLACK FOX FARM LLC to list all possible risks for me.
- D. ____/____ **Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning, and Inspection of Premises.** I/WE ACKNOWLEDGE THAT: BLACK FOX FARM LLC 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, lightening, 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 man-made 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 THIS STABLE to list all possible conditions for me. The student and parent or legal guardian have inspected BLACK FOX FARM LLC's facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon BLACK FOX FARM LLC's premises.
- E. ____/____ **Rider Responsibility.** I/WE UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions; and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician.
- F. ____/____ **Carry-On Objects and Sharp Noises.** I/WE UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- G. ____/____ **Saddle Girths/Natural Loosening Warning.** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.
- H. ____/____ **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 BLACK FOX FARM LLC that protective headgear/helmet, which meets or exceeds the quality standards of the ASTM and/or SEI certified equestrian helmet, should be worn while mounting, riding, dismounting and otherwise being around horses, may prevent or, reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that BLACK FOX FARM LLC-provided protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the helmet on

