

**ALTERNATIVE EQUINE PROGRAM AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**

**READ CAREFULLY – SIGNATURE DENOTES AGREEMENT WITH ALL SECTIONS**

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE:** We, the parents or legal guardians of the minor identified below, do hereby VOLUNTARILY AGREE to have said minor participate in Rhythm of the Rein’s alternative riding program.

Participant Name (Please Print):                                 DOB:                    Age:            Weight:

We attest to the fact that the minor has been certified, by a physician, to be eligible to participate in this program, and have provided Rhythm of the Rein with a copy of that certification.

**Medical Insurance:** I/WE AGREE THAT should medical treatment be required, we or our medical insurance shall pay for ALL such incurred expenses.

**Signature:**

A. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon the registered participant, and the parents or legal guardians thereof, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of Washington County in the state of Vermont. This agreement is intended to be valid and binding at all times now and in the future when Rhythm of the Rein permits US to enter their program, be near any horse, receive equine related services from its associates and/or when the participant rides and/or is near any horses on the host site’s property only when accompanied by parents or legal guardians (directly or indirectly). Any disputes by the participant and his/her parents or guardians shall be litigated in, and the venue shall be the county in which Rhythm of the Rein 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 terms “HORSE” and “EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “ME” “US” and “MY” shall herein refer to the above registered participant and the parents or legal guardians.

B. **INHERENT RISKS/ASSUMPTIONS OF RISKS:** I/WE ACKNOWLEDGE THAT: Although in the accompaniment of attendants, horseback riding has risks, conditions and dangers that are inherent to (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and which the minor and his/her parents or legal guardians agree to assume them. The inherent risks 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 animal; 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 with a person, or an object; The potential of an equine activity participant to act in a such a manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including, failing to cooperate with attendants. 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 the horse the impact may result in harm to the rider. Horseback riding, in which one smaller, weaker predator animal (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.

C. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/WE ACKNOWLEDGE THAT: Rhythm of the Rein 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, insects: which may walk or fly near, land on, or bite or sting a horse or person; and irregular footing. I/WE also acknowledge that these are just some of the risks and I/WE agree to assume others not mentioned above. I/WE am not relying on Rhythm of the Rein to list all possible conditions for us.

D. **CARRY-ON OBJECTS WARNING AND SHARP LOUD NOISES WARNING:** I/WE ACKNOWLEDGE THAT: when approaching, mounting, and riding horses, I/WE must not carry loose items that may fall or blow away or flap in the wind or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Toys, lockets, charm bracelets, cell phones, pocket pagers.

E. **SADDLE GIRTH LOOSENING WARNING:** I/WE ACKNOWLEDGE THAT: **Despite efforts to keep girths adequately tightened, saddle girths (fastener straps around horses’ belly) may loosen during riding sessions. Even with attendants, riders may fall with resulting injury, harm, or death and I/WE accept that risk.**

F. **PROTECTIVE HEADGEAR/HELMET WARNING: I/WE AGREE THAT: As a condition of providing this equine service, while** riding, handling, and/or being near horses, participant and/or legal ward must wear protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Hemet. I/WE understand that while 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, it is no guarantee that harm will not befall the participant. **I/WE ACKNOWLEDGE THAT: Rhythm of the Rein has offered me, and my child and/or legal ward, if applicable, protective headgear/helmet that meets or exceeds the quality standards of SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet and that the participant must wear said protective headgear/helmet at all times when in the barn or on horseback. I/WE ACKNOWLEDGE THAT: I/WE will be responsible for properly securing the headgear/helmet on the participant's head at all times.**

G. **LIABILITY RELEASE:** I/WE AGREE THAT: In consideration of Rhythm of the Rein allowing our minor child's or legal ward's participation in this activity, under the terms set forth herein, we for ourselves and on behalf of the minor child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to release, hold harmless, and discharge Rhythm of the Rein and its agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, and insurers, and others acting on their behalf (herein 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 Rhythm of the Rein and the host site and/or its associates ordinary negligence or legal liability; and WE do further agree that except in the event of gross negligence and/or willful and/or wanton misconduct, WE shall not bring any claims, demands, legal actions, and causes of action, against Rhythm of the Rein and the host site 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 US and/or my minor child or legal ward in relation to the premises and operations of Rhythm of the Rein and the host site, to include riding, handling or otherwise being near horses owned by US or owned by either Rhythm of the Rein or the host site or in the care, custody or control of Rhythm of the Rein.

G. **H. EQUINE ACTIVITY LIABILITY ACT (ELA) WARNING: UNDER VERMONT LAW, ANY EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITY THAT ARE OBVIOUS AND NECESSARY, PURSUANT TO 12 V.S.A. 1039.**

**Each Parent or Legal Guardian 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 DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE AM GIVING UP THE RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I/WE ARE SIGNING THIS DOCUMENT WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE#1:

DATE:

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2:

DATE: