

Whispering Brook Farm and/or The Art Studio

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM
INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY

THE ART STUDIO, WHISPERING BROOK FARM, AND/OR ANY INSTRUCTOR CONNECTED WITH THE
ART STUDIO, WHISPERING BROOK FARM
DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE

In consideration for participating in horse-related activities or instruction connected with The Art Studio and/or Whispering Brook Farm, the undersigned hereby agrees as follows:

- A. **REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT:** The following named individual "RIDER"), and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction on and about The Art Studio and/or Whispering Brook Farm, and that rider will ride a horse assigned to him or her by The Art Studio and/or Whispering Brook Farm, his or her own horse, or one borrowed or leased by RIDER's arrangement.

_____ (Rider) _____ (Age, if under 21)

- B. **SCOPE OF AGREEMENT AND DEFINITIONS:** This agreement shall be legally binding upon me, the RIDER, and the parent or guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives. This agreement shall be interpreted according to the laws of the State of Connecticut. Any disputes by the RIDER shall be subject to paragraph K below and litigated in the Hartford County, State of Connecticut. If any clause, phrase or word is in conflict with the laws of the State of Connecticut, then that single part is null and void.

The term "HORSE" herein shall refer to all equine and animal species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise the handling of or being near horses, ponies, mules or donkeys, goats, chickens, ducks, guineau hens, whether from the ground or mounted.

The term "RIDER" shall herein refer to the person who rides a horse or otherwise handles or comes near a horse from the ground.

The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

- C. **INHERENT RISK OF ACTIVITY:** I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from other recreational activities. Further, this inherent risk is not completely eliminated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for, or is considered usable for, the instruction of beginners. Horse accidents are common and, in fact, are virtually certain to occur given enough time around horses. Horse accidents are even more common with beginners, although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.
- D. **NATURE OF RIDING HORSES:** I understand that no horse is a completely safe horse. 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 from 3 1/2 to 5 1/2 feet and the impact may result in injury or even death to the rider. Horseback riding involves the control by a rider of a stronger prey animal, with a mind of its' own (horse), and the horse and Rider each have a limited understanding of the other. If a horse is frightened or irritated, it may divert from any training it has received and act according to its natural instincts which may include, but are not limited to, stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to throw the rider off, or running from real or perceived danger.
- E. **RIDER RESPONSIBILITY:** I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER's safety largely depends on his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety and that of an unborn child if the RIDER is pregnant. PREGNANT WOMEN should ride horses only under the advice of their physician. The Art Studio and Whispering Brook Farm advise PREGNANT WOMEN not to ride horses.

F. **CONDITIONS OF NATURE:** The Art Studio and/or Whispering Brook Farm are not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. **SOME EXAMPLES ARE:** thunder, lightning, rain, wind, wild and domesticated animals, insects or reptiles which may walk, run, fly near, bite and/or sting a horse or person.

Further, The Art Studio and/or Whispering Brook Farm are not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and manmade changes in landscape. Further still, The Art Studio and Whispering Brook Farm are not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example) railroad engineers (operating trains, for example), or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

G. **INSPECTION OF PREMISES:** I understand that RIDER has had either the opportunity to inspect or has actually inspected The Art Studio and/or Whispering Brook Farm facilities, trails, and neighboring properties and is satisfied that all premises are reasonably safe for RIDER's intended purpose, usage and presence.

H. **ACCIDENTAL AND PERSONAL LIABILITY INSURANCE:** I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance company shall pay for such damages.

I. **PROTECTIVE HEADGEAR WARNING:** I agree that for myself and on behalf of my child and/or legal ward that I have been fully warned and advised by The Art Studio and Whispering Brook Farm that protective headgear **MUST** be worn while riding and being near horses and I do understand that the wearing of such headgear may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall or other occurrence.

J. **LIABILITY RELEASE:** I agree that in consideration of The Art Studio and Whispering Brook Farm allowing my participation in this activity under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release The Art Studio, Whispering Brook Farm, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to The Art Studio and/or Whispering Brook Farm ordinary negligence; and I do further agree that except in the event at The Art Studio and Whispering Brook Farm gross negligence and willful wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against The Art Studio and/or Whispering Brook Farm and/or its Owners and Associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of The Art Studio and Whispering Brook Farm, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of The Art Studio and Whispering Brook Farm.

K. **ATTORNEY'S FEES:** The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify The Art Studio and Whispering Brook Farm and its Owners and Associates for all reasonable attorneys' fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the RIDER, the parents or guardians thereof or his or her heirs, estate, assigns, including all minor children and parental representatives.

L. All riders and parents/legal guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

_____	_____
Signature of Rider	Date
_____	_____
Signature of Parent/Guardian and/or Spouse	Date
_____ Home Phone	_____ Address
_____ Work Phone	_____
_____ Mobile Phone	_____