RideAbility Therapeutic Riding Center, Inc
Equine Assisted Services

Participants Release from Liability and Indemnity and Hold Harmless Agreement
PARTICIPANT RELEASE FROM LIABILITY FORM
RIDEABILITY THERAPEUTIC RIDING CENTER, Inc, 2551 Pats Road, Clover, S.C. 29710
PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY.
RideAbility Therapeutic Riding Center, Inc. Wendy and Michael Schonfeld CANNOT GUARANTEE YOUR SAFETY.

A. In consideration of signing of this agreement, we over 18 years old listed on the registration form do hereby voluntarily request and agree to participation riding at the future location of RideAbility Therapeutic Riding Center Inc. owner by Wendy and Michael Schonfeld

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon the registered persons; and it shall be interpreted according to the laws of the State of South Carolina and York County. If any clause, phrase, or word is in conflict with state law, then that single part in 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 horse, ponies, whether from on the ground or mounted. The terms "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

C. ACTIVITY RISK CLASSIFICATION: I/WE UNDERSTAND THAT: Horseback riding is classified as 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.

D. NATURE OF RIDEABILITY'S HORSES: I/WE UNDERSTAND THAT RideAbility Therapeutic Riding Center Inc. and or Wendy and Michael Schonfeld and staff and volunteers, follows a rigid safety protocols . Yet, no riding horse is a completely safe horse. Horses are 5 to 15 time larger, 20 to 40 times more powerful and 3 to 4 time faster than a human. If a rider falls from a horse to ground it will generally be a distance of from 3 ½ to 5 ½ 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) tries to impose its will on, and become one unit of movement with, another 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.

E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I/WE UNDERSTAND THAT: RideAbility Therapeutic Riding Center, Inc, Wendy and Michael Schonfeld, volunteers, staff, board of directors are 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, of fly nearby, or bite or sting a horse or person; and irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to whether, temperature, and natural and man-made changes in landscape.

F. SADDLE GIRTH/NATURAL LOOSENING: I/WE UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

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

Name of Rider/Volunteer_____Email_____ Phone_____

My accidental/medical insurance is _____My policy number is _____

H. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED: I/WE AGREE: to purchase protective or borrow from RideAbility, headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. It will be worn while riding and WE do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences.

I. HOLD HARMLESS AGREEMENT-LIABILITY RELEASE: I/WE AGREE THAT: by allowing myself or our child's participation in these riding activities, under the terms set forth herein, I or WE, the parents, for ourselves and on behalf of our child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, and discharge, RideAbility Therapeutic Riding Center Inc. its owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf (hereinafter, 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, due to RideAbility Therapeutic Riding Center, Inc. and/or its associates, their heirs, successors, legal representatives and assigns ordinary negligence; and I or We do further agree that except in the event of RideAbility Therapeutic Riding Center, Inc. gross negligence and willful and wanton misconduct, we shall not bring any claims, demands, legal actions and causes of action, against the captions RideAbility Therapeutic Riding Center, Inc. of all the parties, and/or its associates, their heirs, successors, legal representatives and assigns as stated above in this clause, 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 RIDEABILITY, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of RideAbility Therapeutic Riding Center, Inc. located at 2551 Pats Road, Clover S.C. 29710, whether on or off the premises of RideAbility Therapeutic Riding Center, Inc.

EQUINE WARNING: THIS IS AN EQUINE FACILITY. UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976. By your presence on these grounds you have indicated that you have accepted the inherent risk of equine activities. THIS IS NOT A SPECTATOR AREA. All persons in this area will be regarded as Participant and bound by the terms of the equine inherent risk law.

I have read and understand this release and the Equine Warning. I fully understand and agree to the terms of this Release from Liability Form. Signature below.

X Signature Rider /Volunteer/Parent/Guardian

I have read Equine Law: _____

RIDERS OVER 18 OR Parents or 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 THE CAMPERS PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

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NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ EMERGENCY CONTACT _____ PHONE _____Email_____

SIGNATURE OF RIDER/ PARENT/GUARDIAN/VOLUNTEER _____DATE _____