

**LAURA BAKER dba PREMIUM EVENT MANAGEMENT/  
aka EVERYDAY HORSEMANSHIP**

**LIABILITY RELEASE FORM FOR INDIVIDUALS**

Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities.**

I AGREE that: should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

1. 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 physical location. If any clause, phrase, or words 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.
2. **ACTIVITY RISK CLASSIFICATION** – I understand that horseback riding and horse training is classified as an inherently dangerous sport and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. Hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
3. **NATURE OF THIS STABLE'S HORSES** – I understand that Laura Baker chooses its horses for their calm dispositions as is required for use for students and follows a rigid safety program. Also, some students may bring their own horses. Yet, 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 of 3-1/2 feet to 5-1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one such smaller, weaker predator animal (human) tried to impose its will on, and become one unit with, another much larger, stronger pretty 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.

4. **STUDENT 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 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, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. **However, this stable does not allow pregnant women to ride horses.**
5. **CONDITIONS OF NATURE AND INSPECTION PREMISES:** I understand that Laura Baker/Mitchell Baker dba Premium Event Management, 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, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite and 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. The rider and parent or legal guardian have inspected the riding facility and are satisfied that all premise conditions are reasonably safe for rider’s intended purpose, usage and presence upon this stable’s premises.
6. **SADDLE GIRTH’S NATURAL LOOSENING-** I 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.
7. **PROTECTIVE HEADGEAR WARNING** – I agree that I have been fully warned and advised by Laura Baker or Mitchell Baker of Premium Event Management that I should wear protective headgear of a quality not less than SEI Certified ASTM Standard F1163 Equestrian Riding Helmet while riding and being and working around horses. I do understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the headgear wearer’s head injuries and may even prevent the wearer’s death from happening as the result of a fall from a horse or other occurrence. **All individuals 18 years and younger are required to use proper equestrian helmets while around horses at this facility. Additionally, any students jumping, regardless of age, MUST wear a helmet.** Helmets are provided for your use during instruction. If you choose not to wear a helmet, you must initial here that you understand the risks and that you are taking and that you **AGREE TO HOLD HARMLESS THE FACILITY AND ITS OWNERS FROM ANY INJURY OR DEATH RESULTING FROM YOUR CHOICE TO NOT WEAR A HELMET WHILE WORKING WITH HORSES.** \_\_\_\_\_
8. **LIABILITY RELEASE-** In consideration of LAURA BAKER/MITCHELL BAKER dba Premium Event Management 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 Laura Baker and Mitchell Baker, dba Premium Event Management, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, an insurers from legal liability due to ordinary negligence, and I do further agree that except in the event of Laura Baker or Mitchell Baker’s gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against Laura Baker or Mitchell Baker, dba Premium Event Management, and its associated 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 Laura Baker or Mitchell Baker, dba Premium Event Management to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Laura Baker or Mitchell Baker of Premium Event Management.

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/We further attest that all facts relating to the applicant's physical condition, experience, relationship to guardian/parent and age, are true and accurate.

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Signature of Rider (if over 18)	Printed Name of Rider	Date
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Signature of Parent/Legal Guardian	Printed Name	Date
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