

Crossroads Animal Rescue - Equine (CARE)

HORSE RIDING/HANDLING AGREEMENT AND LIABILITY RELEASE FORM

**PLEASE READ CAREFULLY BEFORE SIGNING:
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS
ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.
THE UNDERSIGNED PARTIES HEREBY AGREE AS FOLLOWS:**

A. RIDER. The following listed individual (the "Rider"), and the parents or legal guardians thereof if a minor, do hereby acknowledge he or she may participate in Horse Riding (as defined herein) on the premises and within certain designated areas within the property at 4491 Pine Grove Road, Townville, Oconee County, South Carolina ("CARE").

Rider's Name

Age (if under 21)

B. AGREEMENT OF SCOPE AND TERRITORY. This agreement shall be legally binding upon me, the registered Rider, 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 the Stable's physical location. Any dispute by the Rider shall be litigated in and venue shall be the county in which the Stable is physically located. The term "Horse" herein shall refer to all equine species. The term "Horseback Riding" or "Riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "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 rider and the parents or legal guardians thereof if a minor.

C. RIDER RESPONSIBILITY. The Rider shall be responsible for the Rider's own safety.

D. CONDITIONS OF NATURE. The Stable and Stable's Associates (as defined herein) 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, or reptiles, which may walk, run, fly near, 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, natural and man-made changes in landscape.

E. INSPECTION OF PREMISES. Rider has inspected the Stable's facilities and trails within CARE and is satisfied that all premises conditions are reasonably safe for Rider's intended purpose, usage and presence.

F. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE.

Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is and my policy number is _____. Should my actions cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

G. LIABILITY RELEASE. In consideration of the Stable 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 waive any action against, and agree to fully indemnify and hold harmless, the following: Crossroads Animal Hospital, any parent companies, subsidiaries, agents, servants, members, managers, employees, sureties, successors and assigns, and all other related persons, firms, corporations, and associations or partnerships, whether herein named or referred to ("Stable's Associates") from and against any and all liabilities, actions, suits, proceedings, demands, injuries to person or property, losses, damages, expenses, claims and costs, including reasonable attorneys fees and court costs, arising, indirectly or directly out of Riding activity.

[SIGNATURE PAGE TO FOLLOW]

