



65 Dusty Ln, Taft, TN 38488  
(321) 537 1455

## New Rider Release Form

Kirsch Equestrian Center hereafter known as "THIS STABLE"

### AGREEMENT AND RELEASE OF LIABILITY FORM FOR STUDENTS/CAMPERS

*Welcome! We are so happy you have chosen to ride with Kirsch Equestrian Center!  
We will do all that we can to make this a fun and safe experience for you and your family. In order to ride with us, we require your full understanding and signing of this contract.*

#### A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:

I, the following listed individual, and/or the parent or legal guardians thereof if a minor, do hereby agree to rent from THIS STABLE a horse, tack and equipment, personnel and instruction for the purpose of horseback riding today and on all future dates:

**HORSE RIDING EXPERIENCE: Does this rider have any physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse? (If yes, please briefly describe):**

YES NO

**Please list any medications:**

**Please list any life-threatening allergies:**

**B. AGREEMENT DEFINITIONS:** This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians 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 of Tennessee. Any dispute by the rider shall be litigated in and venue shall be in Lincoln County, Tennessee. If any clause, phrase or word 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, driving or otherwise handling, grooming, and general care of horses, ponies, mules, or donkeys, whether from the ground, the cart, or mounted. The term '**RIDER**' shall herein refer to a person who rides a horse mounted or drives in a cart or otherwise handles or grooms 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. ACTIVITY RISK CLASSIFICATION:** I 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. I further understand that horseback riding, whether it is in the riding arena or on the trail, as well as all associated activities, constitute a calculated risk to the participants. I am aware of posted signs and placards warning me of said risks.



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**D. NATURE OF HORSES:** I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders. Yet, no horse is a completely safe horse. 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, bolting or running from danger. I UNDERSTAND horses are unpredictable and agree to assume all risk inherent in this activity.

**E. RIDER RESPONSIBILITY:** I UNDERSTAND THAT: Upon mounting a horse 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 or her own safety and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician.

**Name:** \_\_\_\_\_ **Age (If Under 21):** \_\_\_\_ **Weight:** \_\_\_\_\_

**F. CONDITIONS OF NATURE:** I UNDERSTAND THAT: THIS STABLE is 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 INCLUDE, BUT ARE NOT LIMITED TO, thunder, lightning, rain, wind, water, wild and domestic animal interference, insects and/or reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and natural and man-made changes in landscape.

**G. CARRY-ON OBJECTS AND SHARP NOISES:** I UNDERSTAND THAT: Riders must not carry loose items while riding which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, the use of cellular phones, pagers and jewelry. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

**H. ACCIDENT/MEDICAL INSURANCE:** 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. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_. In the event of an accident or injury I authorize THIS STABLE to give and/or arrange for emergency medical treatment as needed.



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**I. PROTECTIVE HEAD GEAR OFFERING:** I, for myself and on behalf of my child and/or legal ward, have been offered protective head gear (Equine Safety Helmet) by THIS STABLE and do understand that the wearing of such head gear while mounting, riding, dismounting and otherwise being around horses, may prevent or, reduce severity of some head injuries, and may even prevent death as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective head gear may not be a perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the

helmet on this riders' head at all times. All riders age 17 and under are required to wear a safety helmet at all times when riding.

**PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST TO WEAR PROTECTIVE HEAD GEAR WHICH THIS STABLE PROVIDES.

**SELF-PROVIDED PROTECTIVE HEADGEAR:** I/WE WILL PROVIDE MY/OUR OWN PROTECTIVE HEAD GEAR.

**J. EQUIPMENT NEEDS:** THIS STABLE requires that all riders be properly fitted for the purpose of riding. Proper dress includes long pants, hard soled riding boots and an Equine safety helmet. I agree to furnish for myself or minor child the proper equipment to make riding safer and more comfortable.



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**K. LIABILITY RELEASE:** In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, instructors, councilors, staff, farm employees, officers, members, promises owners, insurers, and affiliated organizations from legal liability so long as I am engaged as a Rider at THIS STABLE. I do further agree that except in the event of ordinary, gross or willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and ITS INSTRUCTORS AND ASSOCIATES 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/or operations (including off site horse shows) of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE. NOTICE: *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 risk of equine activities.*

I/WE HAVE READ FULLY AND UNDERSTAND COMPLETELY THIS AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE RIDER'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND CORRECT.

**L. PHOTO RELEASE:** THIS STABLE has my permission to use my or my child's photograph publically to promote THE STABLE. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Rider (If Over 18): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Relationship to Rider: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_