

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

Dark Spring Stables LLC

16145 Mountain Ridge Lane Hillsboro, VA 20132

This form must be completed by and for each participant.

PLEASE READ CAREFULLY BEFORE SIGNING SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. Dark Spring Stables DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on premises Dark Spring Stables.

RIDER NAME (Please Print) _____ Date: _____
Age of Rider if under 18: _____

() Check here if rider is under the age of 10.

If rider is under 18, my signature at the end of this document verifies age of rider to be true. Rider may be dismissed from ride and/or premises if false information is given.

A. It is Dark Spring Stables Policy to allow persons ten (10) years of age or older to ride a horse on a trail ride and/or take part in riding lessons without a lead line (lead line is a rope attached to the horse's halter on one end and held by a person on the other end.) If a child is under the age of ten (10) they may ride a horse on a trail ride with the help of a Dark Spring Stables authorized person holding a lead line to help with the control of the horse. Students under the age of ten (10) may take part in private riding lessons where the instruction is one on one.

B. 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. ACTIVITY RISK CLASSIFICATION – 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. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF RIDING HORSES – 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 a horse to ground it will generally be at a distance of from 3 to 6 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller and weaker (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger 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 wten; bucking; rearing; kicking; biting; or running from danger.

E. RIDER RESPONSIBILITY – 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. The RIDER shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE – Dark Spring Stables 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 ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/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, and natural and man-made changes in landscape.

G. LIABILITY RELEASE – In consideration of Dark Spring Stables 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 Dark Spring Stables, its owners, agents, employees, officers, premises owners, insurers, and affiliated organizations from legal liability for injury or losses of 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 Dark Spring Stables, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Dark Spring Stables.

H. PROTECTIVE HEADGEAR WARNING – I understand that the RIDER should wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Protective headgear is required for riders for all riders.

Please initial before the appropriate sentence which describes your decision regarding the wearing of protective headgear. If under the age of eighteen (18), must be initial by parent or guardian.

1. ____ Dark Spring Stables will provide protective headgear, understanding that once provided I/my child will be responsible for securing the protective headgear on my/their head at all times.
2. ____ I/my child will wear protective headgear which I, the undersigned, am providing and I will accept full responsibility for this decision. I am not relying on Dark Spring Stables to determine my/my child headgear's quality or suitability.

SIGNER STATEMENT OF AWARENESS 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 ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Print Name)

Date

SIGNATURE OF PARENT/ GUARDIAN if rider is under the age of 18 (Print Name) DATE

Phone #: _____