

WETHERBROOKE FARM

HORSEBACK RIDING AGREEMENT

This form must be completed by and for each participant in horseback riding and related activities at Wetherbrooke Farm, LLC; 9840 Haines Rd. Waynesville, Ohio 45068.

PLEASE READ CAREFULLY BEFORE SIGNING: SERIOUS INJURY MAY RESULT FROM PARTICIPATION IN THIS ACTIVITY. WETHERBROOKE FARM DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDER AND AGREEMENT PURPOSE- By signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding at Wetherbrooke Farm for recreational or instructional purpose, today and on all future dates:

RIDER'S NAME (Please print) _____

MOTHER'S NAME _____

FATHER'S NAME _____

MEDICAL INSURANCE COMPANY _____

POLICY # _____

Riding is a rigorous activity. Does this rider have physical or mental health problems which may affect his/her ability to ride a horse? _____ Yes _____ No -----If "yes" describe: _____

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS-This agreement shall be legally binding upon me 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 Wetherbrooke Farm's physical location. 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 or otherwise handling of horses, 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. RISK CLASSIFICATION- I UNDERSTAND THAT horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious 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 HORSES- I UNDERSTAND THAT no riding horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from a horse to the ground it will generally be at 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 much 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; Kicking; Biting; or Running from danger.

E. RIDER RESPONSIBILITY- I UNDERSTAND THAT upon mounting a horse and taking up the reins the rider is in primary control of the horse. I agree that the rider shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE- I UNDERSTAND THAT Wetherbrooke Farm 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, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; 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. SADDLE GIRTHS/ NATURAL LOOSENING- I UNDERSTAND THAT saddle girths (saddle fasteners around horse's belly) may loosen during ride. If a rider notices this, he/she must take action to avoid slippage of saddle and a potential fall from the animal.

H. ACCIDENT/ MEDICAL INSURANCE- I AGREE THAT should emergency or other medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.

I. PROTECTIVE HEADGEAR WARNING- I AGREE THAT I have been fully warned and advised by Wetherbrooke Farm that I should purchase and wear protective headgear (equestrian helmet), and do understand 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. It is understood that protective headgear may not be a perfect fit for each rider's head, and that once provided I/WE will be responsible for securing these helmets on this rider's head at all times. Protective headgear is mandatory for all riders under the age of 18 years. All riders must wear shoes with heels.

J. LIABILITY RELEASE- In consideration of Wetherbrooke Farm allowing my participation in this activity and/or the use of Wetherbrooke Farm's horses, under the terms set forth herein, I, the rider, and the parent or legal guardians thereof if a minor, do agree to hold harmless and release Wetherbrooke Farm, its owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to Wetherbrooke Farm's ordinary negligence; and I do further agree that except in the event of Wetherbrooke Farm's gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation, against Wetherbrooke Farm and ITS ASSOCIATES as stated above in this clause, for an 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 Wetherbrooke Farm, to include while learning about riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Wetherbrooke Farm.

All Riders and 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. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER

DATE

SIGNATURE OF PARENT AND/OR GUARDIAN

DATE

HOME PHONE

BUSINESS PHONE

ADDRESS

CONSENT TO TREAT (For children)

I give my permission to trained medical professionals to administer emergency treatment to my child, _____ (child's name), should sickness or accident occur in my absence. If necessary, my child may be transported to the nearest hospital.

SIGNATURE OF PARENT and/or GUARDIAN

DATE