



**HART HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM**

Suzanna Norris, Hidden Acres Rescue for Thoroughbreds (HART)

Premises Owners Name, hereinafter known as "This Stable"

PLEASE READ CAREFULLY BEFORE SIGNING: Serious injury may result from your participation in this activity. This Stable does not guarantee your safety or that of your horse. This form must be completed by and for each participant.

- 1. Registration of rider and agreement purpose: I, the following listed 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 This Stable’s premises, and that The Rider will ride his/her own horse, one provided by This Stable for lessons, or leased by The Rider’s own arrangement, today and on all future dates:

Rider Name (print) Age (if under 18)

Parent or Guardian (if under 18) (print)

Emergency Contact (print) Relationship Phone/Type

- 2. Agreement scope and territory and 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 Brevard County, Florida. 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 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 term I, ME, MY, shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

**WARNING**

**Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from inherent risks of equine activities’.**

- 3. 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. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 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.



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4. Nature of riding horses: I understand that 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 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, rearing, kicking, biting, or running from danger.
5. Rider 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. The Rider shall be responsible for his/her own safety, and that of an unborn child, if The Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. This Stable advises pregnant women not to ride horses.
6. Conditions of Nature: This Stable is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to spook or react in some other unsafe way. Some examples are: thunder, lightning, 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.
7. Inspection of premises: The Rider has inspected This Stable's facilities and trails and is satisfied that all premises conditions are reasonably safe for rider's intended purpose, usage, and presence upon This Stable's premises.
8. Accident/Medical and Personal Liability Insurance: I agree that 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 or that of my horse cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages. My personal liability insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_.
9. Protective headgear warning: Participant, age 18 and older, is hereby warned by This Stable that all horse handlers/riders should wear properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while working around horses, may prevent or reduce severity of some head injuries and may even prevent death happening as a result of a fall or other occurrence. **All participants under the age of 18** will be required to wear a riding helmet when leading, grooming, riding, or otherwise being near horses, unless their parent or guardian signs, in the presents of a notary, a Helmet Opt-Out Form.
10. 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 guardian thereof if a minor, do agree to hold harmless and release This Stable, it's owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to This Stable's ordinary negligence; and I do further agree that except in the event of This Stable's gross and willful negligence, I shall bring no claims, demands, actions and causes of



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action, and/or litigation, against This Stable and its associates as state above in this clause for any economic and non-economic losses due to bodily injury, death, property damage, sustained by the and/or my minor child or legal ward in relation to the premises and operations 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.

11. In the event Rider is using Rider’s own horse, or a horse(s) not owned by This Stable, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases, Instructor/Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Instructor/Manager to be in good health, or is deemed dangerous or undesirable. If the horse is not residing at This Stable proof of negative coggins is also required.

**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 DATE

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE      NAME (PLEASE PRINT) DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS (NSTRUCTOR/MANAGER)      NAME (PLEASE PRINT) DATE

\_\_\_\_\_  
Rider’s Address City      State      Zip

\_\_\_\_\_  
Rider’s Email Phone/Type

\_\_\_\_\_  
Parent/Guardian Address (if different from rider’s) City      State      Zip

\_\_\_\_\_  
Parent/Guardian Email Phone/Type