



**Equine Assisted Growth & Development Services and Equine Riding and/or
Driving and/or Training Instruction Agreement**

NARROW GATE HORSE RANCH

STABLE/OPERATOR NAME, hereinafter known as “THIS STABLE”.

**7535 W 00 NS KOKOMO, IN 46901
Location of Address of THIS STABLE**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. REGISTRATION OF STUDENT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in Equine Assisted Growth and Development Services, hereafter known as EAGDS, and/or equine related instruction as a student of this stable, Narrow Gate Horse Ranch, and that I will utilize school horses provided by THIS STABLE, for EAGDS &/or instruction purposes.

PARTICIPANT NAME (Please Print Name)	AGE (if under 18)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (Check one that applies)
1. _____	2. Age _____ 3. Date of Birth _____	4. _____ Yes _____ No	5. _____ BEGINNER (under 10 hrs) _____ OVER 10 HRS

6. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse?
YES NO (circle one)
7. If you circled “YES”, how can we help this participant with his/her special needs?
8. **MEDICAL INSURANCE I/WE AGREE THAT:** Should medical treatment be required, I and/or my medical insurance **shall pay** for **ALL** such incurred expenses.

My medical Insurance company is _____ My policy # is _____

I do not carry medical insurance. I affirm that our annual household income is less than \$50,000 per year.

Yearly Income Bracket (please select one):
 \$0-\$25,000 \$25,000-\$50,000 \$50,000 & up

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered participant, 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 and county of THIS STABLE’S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE’S property, be on THIS STABLE’S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE’S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms “HORSE” and “EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “ME”, “MY” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.



C. **INHERENT RISKS/ASSUMPTION OF RISKS** I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal.

The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals: Hazards, including, but not limited to, surface or subsurface conditions: A collision, encounter and/or confrontation with another equine, another animal, a person, or an object: The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with another much larger, stronger prey animal that has a mind of its own (the 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Bit _____ ing: and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is **NOT** responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements 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: 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. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and parent or legal _____ guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I/WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. _____ When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. **SADDLE GIRTH LOOSENING WARNING** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps _____ around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.



PHOTO RELEASE: I hereby grant to Stable the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph (s) of myself and any minor (s) identified below (the "photograph (s)") for any purpose whatsoever ("Grant"). (15) I acknowledge that the purposes for which the photograph (s) may be used include, without limitation, Stable publications, videos, books, newsletters, calendars, websites, blogs, and social media. (16) I agree that this Grant includes, without limitation, the right to use the photograph (s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media. (17) I acknowledge that this Grant includes the right to use the name of the minor (s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph (s). (18) I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor (s) identified below – Stable from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph (s) or the name of the minor (s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph (s). (19) I understand that Stable and its licenses and assigns are relying on my consent to use the photograph (s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor (s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images – electronic or non- electronic negatives, positives, and prints – are owned by Stable. Stable is free to assign and license any and all of the rights granted in this Photo Release. (20) I acknowledge that in no event will I have the right to enjoy the distribution or exploitation of the photograph (s). I hereby relinquish any right that I may have to examine or approve the completed product (s) or advertising copy or printed matter that may be used by Stable or its licensees or assigns.

WORKSHOP, GREENHOUSE, ACTIVITIES: (21) I understand that in any Stable activity I may use inherently dangerous tools, equipment, machines, chemicals, or substances. Such activities include, without limitation, participating in woodworking, sewing, crafting, baking, and in greenhouses. I agree that I will not use equipment or materials without familiarizing myself with their safe use. I will educate and inform myself on the inherent dangers and risks that are associated with participation in any Stable activity. I will inspect any related facility and equipment to be used in support of an activity at the Stable, and if I believe anything is unsafe, I will immediately advise Stable of such condition. I acknowledge that risks of this nature could lead to illness, serious injury or even death. I am aware that my own behavior can affect my personal safety and the safety of others involved at the Stable. I will act according to all Stable rules, instructions and policies. (22) Knowing the risks described above, I agree, on behalf of myself, my family, heirs, and personal representative (s), to assume all risks and responsibilities surrounding my participation in such activities. To the fullest extent permitted by law, I release and indemnify Stable from and against any present or future claim, loss or liability for injury to person or property which I may suffer, up to and including death, or for which I may be liable to any other person, during or as a result of my participation in any activity at the Stable. (23) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made, except for those made by me in Stable's participation agreement (which is incorporated herein by this reference).



My agreements to the provisions in this form are voluntary. I agree my releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Indiana, without regard to its conflict of law rules. If a provisions of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Howard County, Indiana. I consent and submit to the jurisdiction of any local, state, or federal court located in Howard County, Indiana.

MISCELLANEOUS: (24) I agree these releases are binding upon me, the minor (s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (25) Should Stable or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (26) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Indiana, without regard to its conflict of law rules. (27) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (28) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Howard County, Indiana. I consent and submit to the jurisdiction of any local, state, or federal court located in Howard County, Indiana. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to no give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Stable, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor ('s/ s') capacity, to act in accordance with this Agreement, and I release the Stable and said parties on behalf of the minor (s) and the minor ('s/s') parents or legal guardian of said minor (s).



Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS
**I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDER-
STAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.**

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1

DATE

Parent Name: _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2

DATE

Parent Name: _____

Parent's Email: _____

Address in Full _____

Please list any allergies
your child has in this box:

Home Phone # _____

Cell Phone # _____

EMERGENCY CONTACT

RELATIONSHIP TO PARTICIPANT

PHONE # _____

WARNING

Indiana—Warning—Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.