

HLM Horses LLC

Marissa Howe

Hereinafter known as "STABLE"

Please Fill Out one form per individual
visiting the stable and please print clearly

Equine Riding Instruction and/or Training Instruction and/or participation in other stable activities agreement, Liability release and Assumption of Risk Agreement.

Read Carefully and Complete All Sections Before Signing

First Name: _____ Last Name: _____

Emergency Contact Info:

Name: _____

Phone: () _____ - _____

Relationship to participant: _____

Please Check All that apply to this participant:

18 or older

under 18

over 240 lbs

under 10 hrs riding experience

over 10 hrs riding experience

Medical Insurance Info:

Insurance Company: _____

Policy Number: _____

I do not carry medical Insurance

Safety Questions:

Does this participant have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive, and/or train a horse? **YES** **NO** (circle one)

If you circled "YES," how can we help them with their special needs?

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the above listed individual hereinafter known as the "PARTICIPANT," and the parents or legal guardians thereof if a minor, do hereby agree to participate in all STABLE activities including horse riding as a student of this STABLE, and that if I ride a horse provided by this STABLE, I will do so for instruction purposes.

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 and indirectly) to enter this STABLE'S property, be on this STABLE'S property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off 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 term "HORSE" and "EQUINE" herin shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herin refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk 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 animals; 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, 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 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will generally be a distance of from 3.5-5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (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; biting; and/or running from danger. **I also acknowledge that these are just some of the risk and I agree to assume others not mentioned above. I am not relying on this STABLE to list all the possible risks for me.**

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING AND INSPECTION OF PREMISES I/WE AGREE 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 understand that these are just some of the risks and I agree to assume others mentioned and 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.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths or cinches (fastener straps around the horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT: I for myself, and on behalf of my child and/or legal ward have been fully warned and advised by this STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences. **I am not relying on this STABLE and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

EQUINE ACTIVITY LIABILITY ACT EALA WARNING OR LANGUAGE I/WE ACKNOWLEDGE THAT: I have reviewed Montana's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

The Montana equine activity liability act provides that it is the policy of the state of Montana that a person is not liable for damages sustained by another solely as a result of risks inherent in equine activities if those risks are or should be reasonably obvious, expected, or necessary to persons engaged in equine activities. Liability is not limited by this statute where the equine professional knowingly provided faulty tack or equipment, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or otherwise is in lawful possession of the land or facilities upon which the participant sustained injuries because of a known, dangerous latent condition, or if he or she commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or intentionally injures the participant.

MEDICAL INSURANCE I/WE AGREE THAT: should medical treatment be required, I and/or my medical insurance company **shall pay** for **ALL such incurred expenses.**

PHOTO RELEASE I/WE RELEASE: all rights o photos taken of you or the above mentioned for future use by HLM Horses, LLC, its staff, founders, volunteers, and/or associates in business publications, videos, books, newsletters, etc.

SAFETY AGREEMENT I/WE AGREE: to stay out of all barns, paddocks, corrals, tack-rooms, and other non-office related buildings, while waiting for horse related or other activities, or while waiting for a participant, unless given verbal instruction by staff.

LIABILITY RELEASE I/WE AGREE THAT: in consideration of this STABLE allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to release, hold harmless, and discharge this STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated and legal liability, whether the same be known or unknown anticipated or unanticipated, due to this STABLE'S and /or IT'S ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the

event of this STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of this STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by this STABLE, or in the care, custody or control of this STABLE, whether on or off the premises of this STABLE, but not limited to being on this STABLE'S premises.

All Participants and/or Legal Guardians* must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENTS, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I 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 AM NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OR ALCOHOL, DRUGS, OR INTOXICANTS.

Signature of Participant (Required for anyone 13 and over)

DATE

Signature of Legal Guardian (Required for anyone under 18)

DATE

*legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal"

FAMILY CONTACT INFORMATION

Though **each family member** visiting HLM Horses, LLC will need a **separate signed release form**, please complete this section just once per family if all members reside at the same address

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Phone: (_____) _____ - _____

Email Address: _____

Names	DOB (under 18)	Names	DOB