

McWherter Equestrian, LLC which operates under the assumed legal name TrueNorth Equestrian NY, LLC and TrueNorth Equestrian Center, LLC hereafter known as "the stable" HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM 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.

REGISTRATION OF RIDERS 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 the neighborhood and parks and other properties and that this RIDER will ride a horse owned by or boarded at the Stable.

RIDER NAME PRINT NAME CLEARLY , AGE (If under 18)

_____ , _____

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 the state and county of THIS STABLE'S physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. 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 whether from 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.

- A. **WARNING.** UNDER NEW YORK LAW, AN EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO **SECTION 18304 OF THE GENERAL OBLIGATIONS LAW.**
- B. **NATURE OF RIDING A HORSE.** No horse is a completely safe horse. If a rider falls from horse to ground, it will generally be at a distance from 3-5 feet, and the impact may result in injury to the rider. 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.
- C. **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 animal.
- D. **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 fall, or react in some other unsafe way.
- E. **INSPECTION OF PREMISES.** RIDER has inspected THIS STABLE'S facilities and all trails to be ridden upon and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.
- F. **ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required I and /or my own accident/ medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. I. **PROTECTIVE HEADGEAR WARNING:** I have been fully warned and advised by THIS STABLE that the RIDER should purchase and 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 those head injuries and even prevent death from happening as the result of a fall or other occurrences. If such headgear is provided by THIS STABLE, its safety is not guaranteed and merely offered as a convenience. Every RIDER is strongly encouraged to purchase and wear the most current approved safety headgear.
- G. **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 in a minor, do agree to hold harmless and release THIS STABLE, its 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 action, and/or litigation against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and no-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 THIS STABLE, to included while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

SIGNER STATEMENT OF AWARENESS: I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNING, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

Signature of rider or If Rider is under 18: Signature of Parent, Guardian and/or Spouse: _____

Date: _____ Address: _____

Phone: _____ Emergency Contact: _____