

ACKNOWLEDGMENT of RISK and RELEASE of LIABILITY – “ For Participants 19 or Older”
Please Print Clearly

Participant's Name: _____ Date of Birth: _____

Address: _____ City: _____ PC: ____ Postal: _____

Every Person must Read and Understand this form before Participating in Equine Activities

To: **Trickle Creek Farms and Linda Young**, their directors, employees, officers, (Name of Person, Organization or Company providing the Equine Activities) volunteers, business operators, and site property owners. (all of them collectively called the HOST)

Initial Each Item below After Reading and Understanding the Item

1. **I Understand** there are Inherent **DANGERS, HAZARDS and RISKS**, (collectively called **RISKS**) associated with Equine Activities and injuries resulting from these “**RISKS**” are a common occurrence.
2. **I Acknowledge** that the Inherent “**RISKS**” of Equine Activities mean those **DANGEROUS** conditions which are an integral part of Equine Activities, **including but not limited to:**
 - The propensity of any equine to behave in ways that might result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people, or objects.
 - The unpredictability of an equine’s reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
 - The potential for other participant (s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine.
3. **I Freely Accept and Fully Assume All Responsibility** for the Inherent “**RISKS**” and the possibility of personal injury, death, property damage or loss resulting from my Participation in Equine Activities.
4. **Acknowledge** that it remains my **Sole Responsibility** to act in such a manner as to be responsible for my own safety and to Participate Within My Own Limits.
5. **In addition to consideration given for my Participate in Equine Activity, I and my heirs, executors, administrators and assigns (collectively called my “Legal Representatives”) agree:**
 - To Waive All Claims that I might have against the “HOST”; and
 - To Release the “HOST” from Any and All Liability for any loss, damages, injury, or expense that I or my “Legal Representatives” might suffer as a result of my Participation due to any cause whatsoever including any NEGLIGENCE ON THE PART OF THE “HOST”; and
 - To HOLD HARMLESS AND INDEMNIFY THE “HOST” from any and all liability for property damage or personal injury to any third party which might result from my Participation in Equine Activities.

Protective Head Gear: ALL MINORS –riders under 19 years of age –are required to wear protective head gear in the form of a high impact helmet.

IT IS HIGHLY RECOMMENDED THAT ALL RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET AND RIDING BOOTS WHILE RIDING A HORSE.

If **ADULTS** choose **NOT** to wear a protective helmet while riding a horse, please sign below:

Participant's Name: _____ Signature: _____

I have taken the responsibility for NOT wearing protective head gear. I fully understand the risks involved while riding horses and that if an accident should occur involving an injury I will not hold TRICKLE CREEK FARMS responsible.

Before signing this form I read it (as indicated by my initials above) and I stated that I understand it. I know that signing this form, waives certain legal rights I or my “Legal Representatives” might have against the “HOST”.

SIGNED This _____ day of _____ 20 _____

(Print Name of HOST Witness to Signing & Initialing)

(Print Name of Participant)

(Signature of HOST Witness)

(Signature of Participant)

Do Not Sign Until You Understand All Items Above