

Black Fox Farm, LLC - Equine Trail Obstacle Park (ETOP)

55 Stable Road • Richmond ME 04357 • 207-737-4191

Horse Riding & Spectator Agreement & Liability Release Form

For Individuals Riding horses at Black Fox Farm, LLC ~ This Form Must Be completed By and For Each Participant Black Fox Farm, LLC - Equine Trail Obstacle Park Facility, hereinafter known as "This Facility".

***** PLEASE READ CAREFULLY BEFORE SIGNING AS THIS IS A LEGALLY BINDING CONTRACT*****

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FACILITY DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS: THAT AGREEMENT OF RIDERS AND AGREEMENT PURPOSE 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 FACILITY" premises, and that RIDER will ride his/her own horse or one borrowed or leased by RIDER's own arrangement, today and on all future dates:

NAME _____ **RIDER** ☐ **and/or SPECTATOR** ☐ | **Age if under 18** _____

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

PROTECTIVE HEADGEAR WARNING: I am fully aware, warned and advised by "THIS FACILITY" 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 or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence. Individuals 17 or under are REQUIRED TO WEAR A HELMET. Individuals 18 & older MUST ACCEPT FULL RESPONSIBILITY FOR THE INCREASED RISK OF INJURY IF YOU DECIDE NOT TO WEAR A HELMET.

*****Initial here:** _____ *******

AGREEMENT SCOPE and TERRITORY: 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 FACILITY'S" physical location. Any disputes, by the RIDER shall be litigated in and venue shall be the county in which "THIS FACILITY" 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, 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 guardian thereof if a minor.

ACTIVITY RISK CLASSIFICATION: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such an activity despite all the safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay in a U.S. hospital. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

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 moving animal. The RIDER shall be responsible for his/her own safety, and the safety of his/her own horse. I assume full responsibility for any injury or damage to my horse.

CONDITIONS OF NATURE: "THIS FACILITY" 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. SOME EXAMPLES ARE: Thunder, lightening, 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, natural and man-made changes in landscape.

INSPECTION OF PREMISES: RIDER has inspected "THIS FACILITY" and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence on "THIS FACILITY'S" premises.

ACCIDENT/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 insurance company shall pay for all such damages.

PHOTO AGREEMENT: The RIDER agrees to allow Black Fox Farm, LLC Equine Trail Obstacle Park, to use the RIDER'S likeness in a photograph on any and all publications, including website entries without payment of any consideration, and understand and agree these materials will become the property of Black Fox Farm, LLC Equine Trail Obstacle Park. RIDER waives the right to inspect or approve any images or alterations, including written or electronic copy, wherein likeness appears. Additionally, RIDER waives any rights to royalties or other compensation arising or related to the use of the photograph.

LIABILITY RELEASE: In consideration of "THIS FACILITY" allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release "THIS FACILITY", it's owners, agents, employees, insurers, and affiliated organizations from legal liability due to "THIS FACILITY'S" ordinary negligence; I do further agree that except in the event of "THIS FACILITY'S" gross and willful negligence, I shall bring no claims, demands, actions and causes of actions, and/or litigation, against "THIS FACILITY" and its associates as stated above in this clause for any economic and non-economic losses due to bodily injury, death, property damage, sustained by my/or my minor child or legal ward in relation to the premises and operations of "THIS FACILITY", to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of "THIS FACILITY".

RIDERS, SPECTATORS, PARENTS/LEGAL GUARDIAN MUST SIGN AFTER READING THIS ENTIRE DOCUMENT

***** I have read this agreement; I understand it completely and voluntarily sign it. *****

Signature: _____ **Date:** _____

Emergency Contact: _____ **Phone:** _____

Signature Parent or Guardian: _____

(Print Parent or Guardian Print Signature: _____