

AGREEMENT TO WAIVE LIABILITY AND TO ASSUME RESPONSIBILITY FOR INJURY

This Agreement, entered into this ____ day of _____, 20____, by
and between
("Owner/ Instructor")

_____ and
("Student")_____, and in the event student
has not reached the _____ age of eighteen (18) years as of the day and year
first written
("Parent"/"Guardian")_____of_____
_____. The term of this agreement is indefinite unless otherwise
stipulated.

WITNESSETH:

WHEREAS, Owner/Instructor has contracted with Student for Student to
participate in equine-related activities of the ("Facility"), the purpose of
which are educational, and related to the fundamental principles of, among
others, riding, training, grooming, handling and managing horses;

WHEREAS, Student acknowledges that riding, handling and grooming horses are
inherently dangerous activities and that no amount of vigilance, care,
supervision and expertise on the part of (Owner/Instructor) can ensure
Student's safety from, among others, physical injury or death resulting from
contact with or by a horse, falls from a horse, uneven or imperfect footing
within the riding and training areas, or the negligence or wrongful act of
another riding Student;

NOW, THEREFORE, in consideration of these premises and of Owner/Instructor's
agreement to allow Student to participate in the equine-related activity,
Owner/Instructor and Student (as well as Parent when applicable) agree as
follows:

1. STUDENT INCLUDES PARENT: For purposes of this agreement, the term
"Student" wherever appearing herein shall be deemed to include "Parent" when
party is a party hereto, so that all terms, covenants, conditions,
agreements, waivers, and assumptions set forth herein shall be equally
binding upon Parent.

2. WAIVER OF LIABILITY AND ASSUMPTION OF RISK: (a) Student hereby waives and
releases Facility as well as its owners, employees, servants and agents, from
any and all liability arising at law or in equity from injury or death to
Student resulting from Student's participation in the equine-related
activity, included but not limited to Student's injury or death resulting
from Student's knowing, unknowing, negligent or willful violation of
Owner/Instructor's written safety rules; Student's contact with or by, or
fall from a horse or horses; Student's slipping and falling in the riding,
training, barn or paddock areas; or the negligent or wrongful act of another
Student.

Further, irrespective of whether Student is insured by health, accident or
other medical insurance at the time of said injury or death, Student agrees
to assume full liability and responsibility for payment of any and all costs
of medical treatment provided to Student as a result of any such injury or
death, including but not limited to, the cost of emergency personnel,
ambulance, and emergency room services, hospital costs (including staff
physician charges, radiology services, laboratory tests, daily room charges,

medicine fees, operating room charges, and other technicians' services), independent physicians' and anaesthetists' charges, prostheses, and rehabilitative services.

(b) Student hereby waives and releases Instructor/Facility, as well as its owners, employees, servants and agents, from any and all liability arising at law or in equity from injury or damage to or destruction of Student's personal property, including but not limited to, Student's horse if Student supplies his or her own mount for purposes of the equine-related activity, brought by Student onto Facility's property in connection with the equine-related activity.

(c) The provisions of the foregoing paragraphs (a) and (b) shall not apply to injury, death or property damage resulting from the gross negligence or willfully reckless conduct of Instructor/Facility, or its owners, employees, servants and agents.

3. INDEMNITY: Student hereby waives any and all rights of action at law or in equity resulting from personal injury to or death of Student or damage to Student's property as set forth in Paragraphs (a) and (b), Section 2 above. In the event that any individual claiming by or through Student brings an action at law or in equity against Facility/Instructor or its owners, employees, servants or agents as the result of injury to or death of Student, or damage to Student's property, arising out of Student's participation in the equine-related activity, Student agrees that Student or Student's representative, executor or administrator shall indemnify Facility against and hold Facility harmless from such action, including any costs, damages, settlements or judgments resulting therefrom, and specifically including Facility's attorney fees and costs incurred in defending against such action.

4. SAFETY RULES: Student agrees that at all times during the course of the equine-related activity, Student will accept and abide by Facility's/Instructor's written safety rules provided to Student at the outset of the equine-related activity.

5. PROPERTY DAMAGE: Student agrees that Student shall assume the cost of and shall reimburse Facility for Facility's expenses incurred in repairing or replacing Facility's property damaged or destroyed as a result of Student's negligence or willfully reckless conduct while participating in the equine-related activity.

6. APPLICABLE LAW: This agreement shall be governed by and shall be construed in accordance with (State's) Law. (State law may require an attachment to this Liability Statement as it does in Missouri, for example.)

IN WITNESS WHEREOF, Owner/Instructor and Student have caused this Agreement to be executed the day, month and year first above written.

STUDENT _____ ADDRESS _____

PARENT (IF REQUIRED) _____

FOR (Owner) _____

Print name of Owner's agent signing
above: _____

IN THE CASE OF MEDICAL OR DENTAL EMERGENCY, PLEASE NOTIFY:

NAME _____

PHONE _____

ADDRESS _____

PHYSICIAN NAME: _____

PHONE _____

ADDRESS _____

DENTIST

NAME: _____ PHONE _____

ADDRESS _____

_____"ARENA RULES" ATTACHED...MUST BE READ, SIGNED AND RETURNED IF ATTACHED

NOTE: THIS LIABILITY STATEMENT IS A SAMPLE ONLY AND SHOULD BE ADAPTED TO THE
USER'S STATE LAWS. CONSULT AN ATTORNEY.