



3441W 1000N,
FORTVILLE, IN 46040
PHONE: 317-937-7572

**EQUINE ACTIVITY RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF ALL RISK AND AGREEMENT TO INDEMNIFY**

This *Equine Activity Release and Waiver of Liability, Assumption of All Risk and Agreement to Indemnify* (the "Agreement") is hereby entered by each of the undersigned on the dates indicated below.

A. Scope of Services Provided. On The Rail Farms (the "Stable") sponsors, organizes and/or provides facilities for activities involving equines including, but not limited to, boarding equines, caring for equines (including farrier, veterinary and chiropractic services), equine training, riding, driving, inspection, evaluation and sponsoring rides, trips, shows, and other equine activities (even if informal or impromptu) whether on premises owned by the Stable (the "Premises") or at any other location (the "Locations") (collectively defined herein as "Equine Activities").

B. Inherent Risks of Equine Activities. The undersigned expressly understands that certain conditions are an integral and inherent part of Equine Activities such as (1) The ability of an equine to behave in ways that can result in injury or death to persons on or around the equine including the unpredictability of an equine's reaction to things such as sound, sudden movement, unfamiliar objects, people, and/or other animals, (2) Potential hazards such as surface/subsurface conditions and objects such as jumps, ground poles, fences, and gates; (3) Potential collisions with equines or objects; and (4) The potential of a person engaging in Equine Activities to act in a manner that may cause or contribute to the injury or death of that person as well as other persons such as by failing to maintain control over an equine, failing to act within the person's ability to ride or handle an equine, acting in an inappropriate manner on or around equines, and/or failing to exercise awareness of other persons, equines, surface/subsurface conditions and objects. The undersigned expressly understands and agrees that such conditions exist whether a person is: (A) personally engaged in Equine Activities, (B) a spectator of Equine Activities or (C) entering, departing or being on the Premises or Locations where Equine Activities are taking place and that by doing (A), (B) or (C), such a person is knowingly and voluntarily becoming an "Equine Participant."

C. Release and Waiver of Liability. In consideration of the Stable allowing the undersigned to be an Equine Participant and with an understanding of the Inherent Risks of Equine Activities as set forth in Paragraph B, and having read the *Overview of Equine Safety* on page 4 of this Agreement, the undersigned, individually and on behalf of his/her heirs, executors, administrators, agents, insurers and assigns, hereby forever releases, waives, discharges and covenants not to sue On The Rail Farms (including its directors, officers, shareholders, employees, agents, representatives, insurers, affiliates, successors, assigns and others acting on its behalf including, without limitation, independent contractors such as trainers, instructors, veterinary personnel, farriers, equine care providers and maintenance personnel as well as all other persons, firms or corporations who might be claimed to be liable by the undersigned) (collectively the "Released Parties) from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses, known or unknown, anticipated or unanticipated, that may result from any loss, damage or injury (including death) to the undersigned's person or property, which, in any way, results from, or arises in connection with, or relates to, any Equine Activity whether caused by the negligence of the Released Parties or others.

LAST NAME: _____ INIT: _____

WARNING

UNDER INDIANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.



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D. Assumption of Risk/Indemnity Agreement. The undersigned willingly, voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others including the Released Parties, but upon the undersigned's own judgment and ability, hereby assumes all risk of loss, damage or injury (including death) to his/her person and property from any cause whatsoever and whether or not attributable to the negligence of others including the Released Parties. The undersigned further agrees to indemnify and hold harmless the Released Parties and each of them from any and all loss, liability, damage or cost they may incur due to the undersigned being an Equine Participant whether caused by the negligence of the Released Parties or otherwise.

E. Guests of the Undersigned. The undersigned agrees that the Indemnification Agreement set forth in Paragraph D shall also apply as to any loss, liability, damage or cost incurred by persons on the Premises or Locations at the undersigned's request ("Guests"). **The undersigned further agrees that immediately upon arrival at the Premises or Locations, the undersigned will have Guests read and sign an *Equine Activity Release and Waiver of Liability, Assumption of All Risk and Agreement to Indemnify* ___ (Undersigned Initials)**

F. Binding Effect. This Agreement shall be binding upon the undersigned's heirs, executors, administrators, agents and assigns and shall inure to the benefit of and may be enforced by the Released Parties. The parties agree this Agreement may be used as evidence in any proceeding to enforce this Agreement. **If this Agreement is executed for and on behalf of an Equine Participant who is under the age of eighteen (18) or under some other legal disability, the undersigned hereby warrants and represents that he or she is in fact the legal parent or guardian of such Equine Participant, with full rights of custody and control, and that this Agreement is given on behalf of and is intended to be binding upon said Equine Participant, his/her heirs, executors, administrators, agents, insurers and assigns.**

G. Choice of Law, Venue and Costs. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana without reference to choice of law rules. The parties agree that Hamilton County, Indiana is the exclusive venue for litigating any dispute arising from this Agreement and the parties expressly consent to the venue of that court. The Released Parties shall also be entitled to recover the costs incurred (including reasonable attorneys fees) from the undersigned in the event that any legal action (regardless of whether a lawsuit is filed) is required to enforce this Agreement.

H. Severability and Complete Agreement. In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, then the Agreement shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render such provision valid and enforceable. If any provision of this Agreement cannot be modified or restricted so as to be valid and enforceable, then such provision shall be deemed excised from the Agreement. Further the Agreement shall be construed and enforced as if each such provision or provisions had originally been incorporated therein, as so restricted or modified, or as if such provision had not originally been contained therein, as the case may be. The terms of this Agreement contain the entire agreement of the parties as to the subject matter set forth herein.

LAST NAME: _____ INIT: _____

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I. Overview of Equine Safety. The undersigned acknowledges he/she has read and understood both the *Overview of Equine Safety* and the *Emergency Medical Policy* set forth on page 4 prior to signing this Agreement and will comply with the requirements set forth therein.

I HAVE FULLY READ AND FULLY UNDERSTAND THE EQUINE ACTIVITY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK AND AGREEMENT TO INDEMNIFY. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS REGARDING THIS AGREEMENT. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I AM SIGNING THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY COERCION.

EQUINE PARTICIPANT

EACH PARTICIPANT UNDER THE AGE OF 18 OR OTHERWISE UNDER A LEGAL DISABILITY FOR WHOM THE ADULT EQUINE PARTICIPANT IS SIGNING (Please Print):

Signature

Name Date of Birth

Printed Name

Name Date of Birth

Address

Name Date of Birth

Contact Telephone Number and Email Address

EMERGENCY NOTIFICATION AND MEDICAL INFORMATION

Primary Contact:

Name: _____ Relationship to Equine Participant: _____

Telephone Number(s): _____

Secondary Contact:

Name: _____ Relationship to Equine Participant: _____

Telephone Number(s): _____

Information for Emergency Medical Personal:

Primary Care Physician: _____ Telephone Number(s): _____

Preferred Medical Facility: _____ Health Insurance Provider: _____

Policy/Identification Number: _____ Other Information: _____

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OVERVIEW OF EQUINE SAFETY

Horseback riding is an activity in which a much smaller and weaker predator animal (the human) tries to impose his/her will on a much larger, and stronger, prey animal (the horse). Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. While the goal is to become a single unit of movement, the rider and the horse each have a mind of their own and only a limited understanding of the other. No horse is a completely safe horse. If a horse is frightened, irritated or provoked it may divert from following the directions of the rider (or its ground training if it doesn't have a rider) and act according to its natural survival instincts. Such acts include, but are not limited to, stopping short, spinning in place, suddenly changing directions and/or speed, suddenly shifting its weight, bucking, rearing, kicking and biting. The potential of such behavior exists in *all* horse regardless if they are considered gentle and/or safe. Risks from this behavior exist both to the rider as well as to persons on the ground. If a rider falls from a horse to the ground, the distance fallen will generally be from 3 1/2 to 5 1/2 feet, and the resulting impact may harm the rider. Pregnant women or anyone who has a preexisting medical condition should not ride or be around horses unless they receive permission to do so by advice of their physician. Riding and/or handling horses when no other persons are present is strongly discouraged and anyone under the age of sixteen (16) is prohibited from riding or handling horses unless their riding instructor, parent or guardian is present. Certified and approved riding helmets should be worn anytime riding and/or being near horses since such headgear may reduce the severity of head injuries and may prevent the wearer's death. The wearer is responsible for securing the helmet on his/her head at all times. Anyone under the age of eighteen (18) is required to wear a certified and approved riding helmet while riding and/or being near horses. Persons are strongly encouraged to buy their own helmet to ensure proper fit and protection and it is understood that should protective headgear be borrowed from others, such protective headgear may not be of perfect fit for the wearer's head. Persons can also buy and wear safety vests which are designed to absorb shock in the event of a fall or kick. Riders should not carry loose items while riding horses which may fall, blow away, flap in the wind, bounce, or make noise (such as an unsilenced cell phone). Persons riding horses, and persons in the vicinity of horses, should also not make sharp, loud noises, such as screaming or yelling. Any of these actions may provoke an unanticipated reaction from a horse. Saddle girths can loosen while riding a horse. If a rider notices this occurring, he/she should immediately stop the horse, dismount and re-tighten the girth. Riders must keep control of the reins at all times and never drop or let the reins dangle – either while riding or leading the horse on the ground. **UPON TAKING A HORSES' REINS OR LEAD ROPE, THAT PERSON IS IN PRIMARY CONTROL OF THE HORSE AND IT IS THAT PERSON'S RESPONSIBILITY TO RIDE AND/OR LEAD THE HORSE IN A MANNER THAT IS SAFE FOR THE PERSON, THE HORSE AND EVERYONE AROUND THEM.**

EMERGENCY MEDICAL POLICY. In the event emergency medical aid/treatment is required for an Equine Participant, immediately call 911, state the nature of the emergency and request that an ambulance be dispatched to the scene of the occurrence. **DO NOT DELAY IN CALLING 911.** If Stable personnel are not present at the scene of the occurrence (and *after* calling 911), contact the Stable and advise the person contacted of the occurrence.

Date: _____

Signature of Equine Participant or Equine Participant's Parent or Guardian

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