

# RWG HORSEMANSHIP

## Riding Instruction and Liability Form

**This form must be completed by and for each participant. Please read carefully before signing. Serious injury or death may result from your participation in this activity; this stable does not guarantee your safety.** RG Horsemanship, Rein with Grace Horsemanship, Rachel Anderson, Prairie Time, Christina Anderson, and all employees, officers, or contract laborers are herein known as "THIS STABLE."

### Rider Information

RIDER NAME: \_\_\_\_\_ AGE : \_\_\_\_\_

WEIGHT OVER 180 LBS: \_\_\_\_\_ YES \_\_\_\_\_ NO (weight limit up to 180lbs)

Horse Riding Experience: \_\_\_\_\_ under 10hours \_\_\_\_\_ over 10hours

Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs, which may affect his/her safety and ability to ride a horse? \_\_\_\_\_

If "Yes", please here and advise this stable prior to riding of how we may assist you with any special needs:

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Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Work: \_\_\_\_\_ Other: \_\_\_\_\_

### Emergency Contact

**Emergency Contact #1:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Emergency Contact #2:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

### Insurance

I AGREE THAT: Should emergency medical treatment be required, I and/or my own Accident/medical insurance company shall pay for all such incurred expenses. Health Insurance

Company: \_\_\_\_\_ Group Number: \_\_\_\_\_ + \_\_\_\_\_ Plan or ID Number: \_\_\_\_\_

## Equine Law in OK

Please Read the Equine Law in Oklahoma: Oklahoma Equine Activity Statutes §76-50.1 Short title – Legislative intent – Construction. A. This act shall be known and may be cited as the “Oklahoma Livestock Activities Liability Limitation Act”. B. 1. The Oklahoma Legislature recognizes that persons who engage in livestock activities may incur injuries as a result of the risks involved in such activities even in the absence of any fault or negligence on the part of persons or entities who sponsor, participate or organize those activities. 2. The Oklahoma Legislature finds that the state and its citizens derive numerous economic and personal benefits from livestock activities. 3. It is, therefore, the intent of the Oklahoma Legislature to encourage livestock activities by limiting the civil liability of livestock activities sponsors, participants and livestock professionals involved in such activities. C. The provisions of the Oklahoma Livestock Activities Liability Limitation Act shall not be construed to conflict or amend Sections 10 through 15.1 of Title 76 of the Oklahoma Statutes. §76-50.2 Definitions. As used in the Oklahoma Livestock Activities Liability Limitation Act: 1. “Engages in a livestock activity” includes training, racing, showing, riding, or assisting in medical treatment of, or driving livestock, and any person assisting a participant, livestock activity sponsor or livestock professional. The term “engages in a livestock activity” does not include being a spectator at a livestock activity, except in cases where the spectator places himself or herself in immediate proximity to livestock activity; 2. “Livestock” means any cattle, bison, hog, sheep, goat, equine livestock, including but not limited to animals of the families bovidae, cervidae and antilocapridae or birds of the ratite group; 3. “Livestock activity” includes but is not limited to: a. livestock shows, fairs, livestock sales, competitions, performances, or parades that involve any or all breeds of livestock and any of the livestock disciplines, including, but not limited to, rodeos, auctions, driving, pulling, judging, cutting and showing, b. livestock training or teaching activities or both such training and teaching activities, c. boarding or pasturing livestock, d. inspecting or evaluating livestock belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the livestock or is permitting a prospective purchaser of the livestock to inspect or evaluate the livestock, e. drives, rides, trips, hunts or other livestock activities of any type however informal or impromptu that are sponsored by a livestock activity sponsor, and f. placing or replacing horseshoes on an equine, or otherwise preparing livestock for show; 4. “Livestock activity sponsor” means an individual, group, club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, a livestock activity, including but not limited to: livestock clubs, 4-H clubs, FFA chapters, school and college-sponsored classes, programs and activities, therapeutic riding programs, and operators, instructors, and promoters of livestock facilities, including, but not limited to, barns, stables, clubhouses, pony ride strings, fairs and arenas at which the activity is held; 5. “Livestock professional” means a person engaged for compensation in: a. instructing a participant or renting to a participant livestock for the purpose of engaging in livestock activity, or b. renting equipment or tack to a participant; 6. “Inherent risks of livestock activities” means those dangers or conditions which are an integral part of livestock activities, including but not limited to: a. the propensity of livestock to behave in ways that may result in injury to persons on or around them, b. the unpredictability of livestock’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, c. certain hazards such as surface and subsurface conditions unknown to the livestock activity sponsor, d. collisions with other livestock or objects, and e. the potential of tack to become dislodged or move in ways that may result in injury to persons on or around livestock activities; and 7. “Participant” means any person, whether amateur or professional, who engages in a livestock activity, whether or not a fee is paid to participate in the livestock activity. §76-50.3. Scope of liability. A. Except as provided in subsection B of this section, a livestock activity sponsor, a participant or a livestock professional acting in good faith and pursuant to the standards of the livestock industry shall not be liable for injuries to any person engaged in livestock activities when such injuries result from the inherent risks of livestock activities. B. 1. The provisions of the Oklahoma Livestock Activities Liability Limitation Act shall not apply to employees of the sponsor or livestock professional in the performance of their duties who are covered by or subject to the provisions of the workers’ compensation laws of Title 85 of the Oklahoma Statutes. 2. Nothing in subsection A of this section shall prevent or limit the liability of a livestock activity sponsor, a participant or a livestock professional, if the livestock activity sponsor, a participant or livestock professional: a. commits an act or omission that constitutes willful or wanton disregard for the safety of any person engaged in livestock activities, and that act or omission caused the injury, b. intentionally injures a person engaged in livestock activities, c. provided the equipment or tack, which was faulty, and such equipment or tack was faulty to the extent that it did cause the injury. The provisions of this subparagraph shall not apply to livestock activities sponsored by youth organizations when youth participants share equipment or tack between themselves, d. provided the livestock and

failed to make a reasonable effort to determine the ability of the participant to manage the particular livestock based upon the participant's representations of such participant's ability. Provided, however, a participant in a livestock show, livestock sale, or rodeo shall be presumed to be competent in the handling of livestock if an entry form is required for the activity and signed by the participant, or e. owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous condition which was known to the livestock activity sponsor, livestock professional or person and not made known to the participant. 3. Nothing in subsection A of this section shall prevent or limit the liability of a livestock activity sponsor, a participant or a livestock professional: a. under liability provisions as set forth in the products liability laws, or b. for livestock activities which result in the death of any person engaged in livestock activities from the inherent risks of livestock activities. C. A sponsor shall not be held vicariously liable for the acts or omission of a participant or a livestock professional. §76-50.4

### **Waiver of Liability**

I UNDERSTAND THAT: Two or more persons may agree, in writing, to extend the waiver of liability pursuant to the provisions of the Oklahoma Livestock Activities Liability Limitation Act. Such waiver shall be valid and binding by its terms. Both parents must initial below for each paragraph.

\_\_\_\_ / \_\_\_\_

### **Registration**

I UNDERSTAND THAT: In consideration of payment of a fee and the signing of this agreement, I, the following Listed individual, and the parent or legal guardian(s) thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates.

\_\_\_\_ / \_\_\_\_

### **Scope/Territory/Definitions**

I UNDERSTAND THAT: This agreement shall be legally binding upon me, the registered student, and the parents or legal guardian(s) 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. If any clause, phrase, or word is in conflict with state law then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "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 student rider and the parents or legal guardians thereof if a minor.

\_\_\_\_ / \_\_\_\_

### **Activity Risk Classification**

I UNDERSTAND THAT: 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 activity despite all safety precautions. I understand that as a result in participating in equine activities while mounted or unmounted that a fatal accident resulting in death may occur. According to NEISS (National Electronic Injury Surveillance systems of United States Consumer Products) horse activities rank approximately 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. Hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities or even death.

\_\_\_\_ / \_\_\_\_

## **This Stable's School Horses**

I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and THIS STABLE follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ feet to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tried to impose its will on, and become one unit with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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.

\_\_\_\_ / \_\_\_\_

## **Rider Responsibility**

I UNDERSTAND THAT: 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. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.

\_\_\_\_ / \_\_\_\_

## **Premise Conditions**

CONDITIONS OF NATURE AND INSPECTION OF PREMISES-I UNDERSTAND THAT: 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. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near or bite and 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, and natural and man-made changes in landscape. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.

\_\_\_\_ / \_\_\_\_

## **Saddle Girth Loosening**

I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

\_\_\_\_ / \_\_\_\_

## Protective Headgear

WARNING-I AGREE THAT: I have been fully warned and advised by this stable that I should purchase and wear protective headgear of a quality not less than SEI CERTIFIED ASTM STANDARD F1163 Equestrian Riding Helmet while riding, being and working around horses. I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the headgear wearer's head injuries and may even prevent the wearer's death from happening as the result of a fall from a horse or other occurrence. Helmets must be within the 5 year expiration of the manufacturer's date. Riders under 18 years of age are required to use proper equestrian helmets while mounted at THIS STABLE.

\_\_\_\_ / \_\_\_\_

## Liability Release

I AGREE THAT: 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 if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, an insurers 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 claim's, demands, actions and causes of action and/or litigation against THIS STABLE and ITS ASSOCIATED as stated above In this clause, for any economic and non-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 include while riding, handling, or otherwise being near horses owned by or In the care, custody and control of THIS STABLE.

\_\_\_\_ / \_\_\_\_

## Photo/Video Release

I AGREE THAT: Photographs, video productions, audio productions and telecasts may be made of the Rider either alone or together with others, during horseback riding events at such times or places as THIS STABLE shall designate. The Rider agrees that all rights in such photographs, video productions, audio productions, website productions and telecasts including, but not unlimited to, rights of sale, reproduction, use and distribution, shall belong to THIS STABLE and or an affiliate of THIS STABLE Its successors or assigns, which may make whatever use of such photographs, video productions, audio productions, website productions and telecasts as It or they may desire. The undersigned hereby grant to THIS STABLE and or an affiliate of THIS STABLE, Its successors and assigns the non-exclusive right to use the Rider's first name or likeness for any and all commercial benefit and purpose, without limitation, In perpetuity, throughout the universe, in all media whether known or unknown.

\_\_\_\_ / \_\_\_\_

## Appointments/Payments

I UNDERSTAND AND AGREE THAT: This stable offers lessons on a monthly and weekly basis. All lessons should be **paid for in full** at the time services are rendered or on the first week of each month. This stable does not provide cash refunds or credits for missed or canceled lessons. **The rider therefore agrees to pay for all scheduled riding lessons in full.** In cases of inclement weather, instructor illness, or other unforeseen occurrences, this stable reserves the right to reschedule lessons at the instructor's convenience. Students who cancel lessons **24 hours in advance** will still be **responsible for paying the lesson fee for their reserved time slot.** Students not appearing for two consecutive lessons who do not contact this stable will lose their scheduled lesson time and will need to reschedule their regular lesson. \_\_\_\_ / \_\_\_\_

## Rider Expectations

RIDERS ARE EXPECTED TO: Ride in appropriate clothing including but not limited to: jeans, jodhpurs, western boots, English riding boots, or paddock boots. Bare feet, sandals and tennis shoes are not allowed while mounted and are discouraged on premises. Riders are also expected to exhibit proper conduct while on premises at THIS STABLE including abiding by the barn rules, which are posted in the tack room of THIS STABLE, and to follow instructions given by employees or contract labor personnel of THIS STABLE. THIS STABLE will not accept dangerous, disrespectful or inappropriate behavior from parents or students on stable premises. If you have problems that need to be addressed, you are expected to do so with the instructor in private. **Failure to exhibit proper conduct and behavior will result in a forfeiture of lesson monies paid and a cancellation of services provided by THIS STABLE.**

\_\_\_\_ / \_\_\_\_

All Riders and Parents or Legal Guardians must sign below after reading this entire six page document.

SIGNER STATEMENT OF AWARENESS I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FORE GOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, And RELATIONSHIP TO GUARDIAN I PARENT AND AGE, ARE TRUE AND ACCURATE.

Print Name of Rider: \_\_\_\_\_

Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent 1 (Mother): \_\_\_\_\_

Parent 1 Signature (Mother): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent 2 (Father): \_\_\_\_\_

Parent 2 Signature (Father): \_\_\_\_\_ Date: \_\_\_\_\_