

# Waiver, Assumption of Risk & Indemnity Agreement

This form is to be used as an example only.

**This is not to be used as a legal form and was not written by a lawyer. If you are looking for a legal document you should always seek legal advice from a lawyer who specializes in the Equine Industry. TrentRiders.com cannot be held responsible for the use of these forms in any manner, nor are we offering legal advice by placing these forms online.**

**By downloading and using these forms, you agree to the above terms.**

## *Please Read Carefully*

**Warning: By signing this agreement, you give up the right to sue for any injury or damages howsoever caused.**

To: \_\_\_\_\_

(Hereinafter, referred to collectively as "The Company"; and employees, individuals hired for demonstrations, representatives, officers and agents; hereinafter referred to collectively as "The Company's Employees")

I, \_\_\_\_\_

Hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precaution to my participation in a riding lesson, riding in general, trail ride, wagon/sleigh/carriage ride, Clinic or any other riding activity organized by "The Company" and conducted by "The Company" and/or "The Company's Employees", and in further consideration of "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk Indemnity Agreement (Hereinafter referred to as "This Agreement").
2. I acknowledge that handling horses, being around horses, caring for horses, riding in general, lessons, trail rides, wagon/sleigh/carriage rides involve risks that may cause serious injury and possibly death to participants. I further recognize that back country trail, horse and wagon/sleigh/carriage rides involve additional risks and dangers.
3. I fully understand the risks and dangers associated with my participation in handling any horse whether owned by myself, the owners of The Company, or by another individual, riding lesson, riding in general, Clinic, wagon/sleigh/carriage or trail ride and accept same entirely at my own risk.
4. I hereby waive any and all claims which I may have against "The Company" and "The Company's Employees" and release "The Company" and employees from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation in handling any horses regardless of ownership, riding lessons, riding in general, clinic, wagon/sleigh/carriage or trail ride, due to any cause whatsoever including without limitation, negligence on the part of "The Company" or "The Company Employees". I further agree to indemnify "The Company" and "The Company's Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company's Employees" to the same extent as it limit the liability of "The Company" even though "The Company's Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company's Employees", who shall to this extent be or be deemed to be parties to This Agreement.
6. I acknowledge that riding on "The Company's" property or in activities arranged by them at any time is at my own risk and judgement and "The Company" or "It's Employees" cannot be held accountable for my actions or those of a minor. I also acknowledge that I am responsible for any risks I may take while riding or handling a horse while on or off of "The Company's" property (examples: jumping, galloping, cantering on trails or roads etc.)
7. I acknowledge that it is my own risk to enter any pastures, or stalls containing horses regardless of ownership.
8. I fully understand the risks and dangers of handling horses that are familiar to me or not familiar to me and acknowledge that I am aware I may be placing myself in danger by attending or handling horses at anytime.
9. All Minors (Horse back riders under 19 years of age) are required to wear protective head gear in the form of a high impact helmet. Footwear appropriate for riding is required by all persons, regardless of age.

**I have read and understand this agreement. I understand that this document contains a promise not to sue “The Company” or “The Company Employees” and a release and indemnity for all claims.**

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**Signature of Participant/Parent/Guardian**

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**Date**

**Witness**