

Horse Rental Agreement and Liability Release Form for Individuals

This form must be completed by and for each participant

*Thorough*Quest Acres, Inc.*

Hereinafter known as "THIS STABLE"

10N008 Muirhead Rd., Plato Center, IL * 60124

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY!

REGISTRATION OF RIDERS AND AGREEMENT PURPOSE - In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent of legal guardian thereof if a minor, do hereby agree to hire from **this stable** a horse, tack and equipment, personnel and facilities for the purpose of horseback riding today and on all future dates.

RIDER'S NAME: _____ **DOB (if under 21):** _____

Does this rider have any physical and/or mental health conditions, problems, and/or disabilities that may affect his/her safety to ride a horse? If yes, please describe.

YES NO

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 representatives: and it shall be interpreted according to the laws of the state and county of **this stable's** location. Any dispute by the rider shall be litigated in and venue shall be in the county in which **this stable** is physically located. 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 horses, ponies, mules or donkeys, whether from the ground or mounted. The term "rider" shall herein refer to a person who rides a horses mounted or otherwise handles or comes near a horse from the ground. The term "I", "Me" or "My" shall herein refer to the above registered rider and the parents, the legal guardians or the guests thereof if a minor.

I understand that **this stable** chooses its horses for their calm disposition and sound basic training as is required for use as riding horses for novices and beginning riders, and **this stable** follows a rigid safety program. Yet, no horse is a completely safe horse. If startled or provoked, horses may react by instincts which may include, not are not limited to, stopping short, changing directions, speeding up at will, shifting weight, bucking, rearing, kicking, biting, or running from danger.

I understand that upon mounting a horse and taking up the reins a rider is in primary control of the horse. The rider's safety depends largely upon his/her ability to carry out simple instructions and to maintain balance on the horse. I agree that the rider shall be responsible for his /her own safety and that of an unborn child if the rider is pregnant. **This stable** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

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 unsafe way. IE: thunder, lightning, rain, water, wind, wild or domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person: and irregular footing on out-of-door or indoor groomed or wild land, which is subject to constant change in condition according to weather, temperature, and natural and manufactured changes in landscape.

I understand that saddle girths may loosen during a ride. If a rider notices this, he/she must alert the nearest trainer,

instructor or guide as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

I understand that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

I understand that **this stable** will provide for me protective head gear, until I provide my own as required. I further understand that **this stable** requires me to wear protective headgear when riding, mounting or otherwise being around horses, and if I choose not to, I do so at my own risk.

In consideration of **this stable** allowing my participation in this activity, under 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 stable**, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations 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, demands, actions and causes of actions, and/or litigation against **this stable** and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage or loss, sustained by me and/or my minor child or legal ward I relation to the premises and operation 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**.

“WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.”

Ill. P.W.S. #89-0111

Each participant, or parent or guardian of a minor participant, may execute a release assuming responsibility for the risks of engaging in equine activities. The release shall give notice to the participant, or parent or guardian, of the risks of engaging in equine activities, including (i) the propensity of an equine to behave in dangerous ways that may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals, and (iii) the hazards of surface or subsurface conditions. A release shall remain valid until expressly revoked by the participant or, if a minor, the parent or guardian.

I/we, the undersigned, have read and understand the foregoing agreement, warnings, release and assumption of risk. I/we further attest that all facts relating to the applicant's physical condition and age are true and accurate.

Signature of Rider _____

Date _____

Signature of Parent/Guardian (if minor) _____ Date _____

Address _____

Home Phone _____ Cell Phone _____

Email Address _____