

Natacha Lesburgueres · 13900 Reamers Rd · Louisville, Kentucky 40245

M: 502.550.5631 · StonehurstRidingCenter@gmail.com

www.StonehurstRidingCenter.com

## **Client Release Form**

WITNESS THIS AGREEMENT this day of	, 20, by and between Stonehurst Riding Center,			
hereinafter referred to as MANAGER and	, hereinafter referred to as RIDER, and,			
if Rider is a minor, Rider's parent(s) or legal guardian(s	s) are,			
In consideration received, and in return for the use, tod	lay and on all future dates of the property, facilities and			
services of Manager, Manager's instructors, employees and agents: Rider, Rider's heirs, assigns, and representatives,				
hereby agree as follows:				

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant.

Rider, and, if Rider is a minor, Rider's parent(s) or legal guardian(s) acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behaviors including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider, and, if Rider is a minor, Rider's parent(s) or legal guardian(s) assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider, and, if Rider is a minor, Rider's parent(s) or legal guardian(s) agrees to abide by and follow Manager's rules and regulations. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider, and, if Rider is a minor, Rider's parent(s) or legal guardian(s) assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR ANY OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARCIPITATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027

- RIDER, AND, IF RIDER IS A MINOR, RIDER'S PARENT(S) OR LEGAL GUARDIAN(S) AGREES TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON, ATTENDANCE AT OR TRANSPORTATION TO AND FROM OTHER FACILITIES, SHOWS OR EVENTS. THIS AGREEMENT TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND INCLUDES BUT IS NOT LIMITED TO, INJURIES OR DAMAGES TO OR CAUSED BY RIDER, PARENTS, RELATIVES OF OR GUESTS OR INVITEES OF RIDER. In the event rider is a minor, the parent(s) or guardian(s)shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, or other person on behalf or for the benefit of or arising out of any injuries or damages of said minor, regardless of any statute of limitations or contractual limitation of actions. RIDER, AND, IF RIDER IS A MINOR, RIDER'S PARENT(S) OR LEGAL GUARDIAN(S) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH GUEST(S) OF RIDER, RIDER'S PARENTS, OR LEGAL GUARDIAN BROUGHT TO OR INVITED TO THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON.
- 3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health or is deemed dangerous or undesirable.

- 4. Rider, and, if Rider is a minor, Rider's parent(s) or legal guardian(s) agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.
- 5. Severability If any provision or portion of this Release is held invalid, illegal or unenforceable in any respect, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall be unaffected thereby and will remain in full force and effect.
- Arbitration All disputes, controversies, or claims arising out of or relating to this contract shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.
- 7. Non-waiver The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

(Please sign in black or blue ink)				
	D	oate:	_/	_/20
Client (Rider) Name (print):				
Signature of Client (Rider):				
***Signature of both parents or all legal gu	ardians is re	quired***		
Name of Parent or Legal Guardian (if client is a minor) (print):				
Signature of Parent or Legal Guardian (if client is a minor):				
Name of Parent or Legal Guardian (if client is a minor) (print):				
Signature of Parent or Legal Guardian (if client is a minor):				
Signature of Manager:				
Authorization of U	<u>Use</u>			
I, (print full name of client &/or parent/legal guardian(s))permission to Stonehurst Riding Center and its affiliates and subsidiar me, or my minor child, and/or to supervise any others who may do the and/or to use and/or permit others to use information from the aforen aforementioned images in educational and promotional activities inclu Riding Center (www.stonehurstridingcenter.com).	ries to interview e interview, pho nentioned inter	, photograp tography, a view and/o	oh and/o nd/or vio r the	r videotape leotaping
***Please initial and date this Author	ization of Use	e if you ag	ree to it	s terms.***
*Initial	Da	ıte:	/	/20*

## **Client Information Form**

Client Name: Last:							
First:		Middle:					
Address:		County of Residence:					
City:	State:	Zip Code:					
Date of Birth:		Age:	□Male □Female				
Primary Number used for T	exting:						
Secondary Phone Number:		□	∃Home □Business □Mobile				
Primary Email Address for	newsletter:						
Secondary Email Address:							
**	*Additional information	if client is a minor*	**				
Parent/Legal Guardian(s):							
Name: Last, First:							
Mobile:	Email:						
Name: Last, First:							
Mobile:	Email:						
Medical and/or physical co	nditions we should be aware	of (including allergies)	): 				
I am interested in <i>(please</i>	check all that apply):						
$\square$ Lessons $\square$ Training $\square$	Clinics 🗆 Leases 🗆 Pur	chase □ Gift Certifica	ates □ Showing				
☐ Workshops ☐ Birthday	Parties ☐ Group Outings	☐ Corporate Events	ı				
Have you ridden or shown p	oreviously? □ Yes □ No						
If so, what did you do? (Typ	oe of riding, etc.)						
When and where did you rie	de?						
Who can we thank for refer	ring you to our stable?						

<sup>\*\*\*</sup>Note: If your information is changing, please notify us 30-days prior to change \*\*\*