

**AGREEMENT AND LIABILITY RELEASE FORM
FOR EQUESTRIAN ACTIVITIES AT PLEASANT VALLEY STABLES
FOR INDIVIDUALS -THIS FORM MUST BE COMPLETED BY OR ON BEHALF
OF EACH PARTICIPANT**

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your participation in this activity -This stable does not guarantee your safety.

Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or 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 participate in farm animal activities.

KRS 247.4027 Kentucky Horse Council.

WRITE INITIALS BELOW AFTER READING EACH SECTION. BOTH PARENTS OR LEGALGUARDIAN MUST ALSO SIGN.

_____ A. REGISTRATION OF PARTICIPANTS AND AGREEMENT PURPOSE: In consideration of the payment of the fee specified below and the signing of this agreement, I, the following listed individual rider, and the parent or legal guardian thereof if a minor or ward, do hereby agree to hire from Serendipity Assets, LLC, DBA Pleasant Valley Stables (hereafter known as PVS), for activities including riding lessons, equestrian sessions of the Jabez Riding Program, Read for Steeds and Greener Pastures, a horse(s), tack and equipment, personnel and facilities for the purpose of equestrian activities today and on all future dates, if any, on which such lessons or sessions may be continued:

PARTICIPANT NAME	AGE (if under 21)	WEIGHT** OVER 150 #	HORSE RIDING EXPERIENCE (Check one which applies)
		Yes	Beginner (under 10 hours)
		No	Over 10 hours

****IMPORTANT:**
Riders must weigh 150 lbs or less to protect the safety of rider, PVS staff, and for the well-being and health of the horses.

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse or otherwise engage in farm animal activities? ___Yes ___No If yes, explain:

_____ B. DESCRIPTION OF SERVICES AND BINDING AGREEMENT: The services to be rendered are as follows: _____.

The fee(s) to be paid by or on behalf of the rider, (including fee(s) for activities paid by third parties) for such services shall be paid in such amounts and on such terms as are set forth below:

_____.

This agreement shall be for the above services commencing on the date of this agreement and continuing, unless earlier terminated in accordance with its terms, until _____, 200____. This agreement shall be valid and effective for the duration of any lessons or sessions following the date of its execution and until the completion of any series of lessons or sessions for which application is made. However, and notwithstanding the foregoing, either the rider or Pleasant Valley Stables may terminate this agreement upon _____ days' written notice at any time, and Pleasant Valley Stables may terminate this agreement at any time, with or without prior notice, for non-payment, refusal of the rider to obey instruction, abuse of horses or other animals or damage to equipment, or violation of any rule or regulation which may be prescribed from time to time by Pleasant Valley Stables governing the conduct of activities at the stable. This agreement shall be binding upon the registered participant, and the parents or legal guardians thereof if a minor or a ward, their heirs, personal representatives, successors and assigns, and it shall be interpreted and construed according to the laws of the state and county of PVS' physical location.

____ C. DEFINITIONS: The term 'Horse' herein shall refer to all equine species. The term 'equestrian activities' shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. "Inherent risks of farm animal activities" means dangers or conditions which are an integral part of farm animal activities, including, but not limited to (a) The propensity of a farm animal to behave in ways that may result in injury, harm, or death to persons around them; (b) The unpredictability of the reaction of a farm animal to sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) Certain hazards such as surface and subsurface conditions; (d) Collisions with other farm animals or objects; and (e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over a farm animal or not acting within his or her ability. The term 'participant' shall herein refer to a person who engages in farm animal activities under KRS Chapter 247 and shall include but not be limited to one who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms 'I', 'we', 'me', 'my' shall hereinafter refer to the above -registered participant and shall include the parents or legal guardians thereof if a minor or a ward.

____ D. NATURE OF STABLE HORSES: I UNDERSTAND THAT: HORSEBACK RIDING IS CLASSIFIED AS RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious risks always present in such activity despite all safety precautions. I UNDERSTAND THAT no horse is a completely safe horse. 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.

____ E. RIDER RESPONSIBILITY: I represent to Pleasant Valley Stables that I possess reasonable knowledge or experience with the inherent risks of farm animal activities as defined by KRS 247.401 to 4029, the physical ability to engage in this activity, the ability to carry out instructions, and the ability to remain balanced aboard the moving animal. I realize that I am in ultimate control of the horse and that no level or supervision or instruction by any therapist, employee or other staff member can guarantee the safety of the rider, and I therefore assume all such inherent risks whether known or unknown. It is my responsibility to check with my personal physician regarding my personal medical condition and physical capabilities prior to undertaking this activity. I agree that I shall be solely responsible for taking reasonable precautions for my own safety, and that of any unborn child if I am pregnant. **PVS advises pregnant women not to ride horses, unless permission is given under advice of the rider's physician. All riders, parents and guardians must inform PVS in writing and, in addition thereto, inform each therapist, employee or other staff member prior to each lesson or session if the rider is pregnant.**

____ F. CONDITIONS OF NATURE AND THE PREMISES: I UNDERSTAND THAT: **PVS** is not responsible for acts, occurrences, or elements of nature that can scare a horse or other animal, cause it to fall, or react in some other unsafe way. Some examples are: Thunder, lightning, rain, wind, water, wild and domestic animals (whether or not owned by Pleasant Valley Stables), sudden noises or vehicles from adjacent landowners, insects, or reptiles which may walk, run, or fly near, or bite or sting a horse or person. I also acknowledge that irregular footing on out-of-doors groomed or wild land is subject to constant change in condition according to weather, temperature, horse or other animal use,

and natural or man-made changes in landscape. I agree to be observant and to look out for my own safety in regard to the condition of the premises.

_____ G. CARRY -ON OBJECTS AND SHARP NOISES: I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. Some examples are: Cameras, helmets not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse. No windbreakers, nylon jackets or coats, jackets/shirts with hoods or jewelry of any kind may be worn.

_____ H. TACK AND OTHER EQUIPMENT: I UNDERSTAND THAT: (a) the tack and other equipment in use by Pleasant Valley Stables has been used by others, (b) no express or implied warranties or representations are made regarding the condition of the equipment other than the warranty that the equipment is reasonably suitable for use in the supervised setting contemplated by this agreement and that Pleasant Valley Stables has no actual knowledge of any faulty condition which would create an unreasonable risk or hazard of injury to a rider engaged in normal use (but not in abnormal or extraordinary conditions), (c) some equipment, even when properly used, can become unsafe during normal use and must be monitored by the rider for his own safety, such as saddle girths (saddle fasteners around the horse's belly) which may loosen during a ride. If a rider notices this or any other potential equipment malfunction, then he/she must alert the nearest instructor or counselor as quickly as possible so that action can be taken to avoid slippage of saddle and a rider's potential fall from the horse or other injury.

_____ I. ACCIDENT/MEDICAL INSURANCE: I AGREE THAT: Should emergency medical treatment be required for any injury I may sustain during the course of the activities, I and/or my own accident/medical insurance company shall pay for all such expenses. My accident/medical insurance company is _____ and my policy number is _____.

_____ J. PROTECTIVE HEADGEAR: I, for myself and on behalf of my child and/or legal ward, acknowledge that I have been offered protective headgear (riding helmet) by **PVS** and do understand that the wearing of such headgear while being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. **PVS REQUIRES the use of protective headgear for participants engaging in any activity while mounted on horseback.** It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided, I/we will be responsible for securing the helmet on this rider's head at all times. Initial next to the statement below, which describes your choice to wear or not to wear, STABLE-PROVIDED protective headgear. **SELECT ONE BELOW:**

_____ Protective headgear acceptance: I/we request to wear protective headgear, which **PVS** provides or I will provide my own ASTM approved headgear for non-mounted horse activities.

_____ Protective headgear refusal: I/We refuse to wear any type of protective headgear and/or will provide my/our own for non-mounted horse activities. I/we accept full responsibility for my/our safety in this decision.

_____ K. LIABILITY RELEASE: In consideration of the covenants and conditions of this agreement, and to induce **PVS** to allow my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, covenant not to sue and do agree to defend, hold harmless and release **PVS**, its owners, officers, agents, employees and affiliated contractors from all claims, expenses and other liability, whether in contract, tort, at law or in equity, arising from or relating to the services rendered under this Agreement to me, my child or my ward, including but not limited to claims 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 **PVS**.

_____ L. VENUE. Any claims, disputes or other causes of action by or on behalf of the rider or any other party hereto arising from or relating to the making, enforcement, performance or breach of this agreement, whether in contract, tort, at law or in equity, shall be litigated in, and venue shall be, in the state circuit and district courts for the county in which **PVS** is physically located.

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

SIGNER STATEMENT OF AWARENESS

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

Rider Signature	Date	Address
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Parent, Guardian and/or Spouse #1	Date	City, State, Zip
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Parent, Guardian and/or Spouse #2	Date	City, State, Zip
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Phone Numbers Home/Work

Person to contact in an emergency	Relationship to participant
Phone No. _____	