



## Riding Instruction Agreement and Liability Release Form

WARNING:  
Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

This form must be completed by and for each participant in horseback riding and related activities at **Oak Meadows Stables**, hereinafter know known as “**OMS**”, at 4569 Jeff Road, Toney, Alabama 35773.

**READ CAREFULLY BEFORE SIGNING: SERIOUS INJURY MAY RESULT FROM PARTICIPATION IN THIS ACTIVITY. OMS DOES NOT GUARANTEE YOUR SAFETY.**

1. 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 or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding or riding instruction as a student at OMS, and that this student will either ride his/her own horse, or school horses provided by OMS for recreational or instructional purposes, today and on all future dates:

**PLEASE PRINT:**

<b>RIDER’S NAME:</b>	<b>AGE:</b>
Riding is a rigorous activity. Does this rider have physical or mental health problems which may affect his/her ability to ride a horse? <input type="checkbox"/> No <input type="checkbox"/> Yes (please explain below)	
<b>INSURANCE INFORMATION</b>	
My <b>Accident/Medical Insurance Company</b> is: _____	
My <b>Policy Number</b> is: _____	

2. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered student, and the parents or legal guardians 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 of OMS’ 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, 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.

**Initial:** \_\_\_\_\_

3. ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT Horseback riding is classified as 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. 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. In the course of learning to ride, ground-work activities such as “tumbling” and emergency dismounting from the horse are intended to make riding safer, but these are strenuous activities which themselves carry serious risks  
**Initial:** \_\_\_\_\_
4. NATURE OF OMS’ SCHOOL HORSES – I UNDERSTAND THAT OMS chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and OMS follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20-40 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 3 ½ 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) tries to impose its will on, and become one unit of movement 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.  
**Initial:** \_\_\_\_\_
5. 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 and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.  
**Initial:** \_\_\_\_\_
6. CONDITIONS OF NATURE – I UNDERSTAND THAT OMS 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 or sting a horse or person; irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural or man-made changes in landscape.  
**Initial:** \_\_\_\_\_
7. SADDLE GIRTHS/NATURAL 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.  
**Initial:** \_\_\_\_\_
8. ACCIDENT/MEDICAL INSURANCE – I AGREE THAT should emergency or other medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.  
**Initial:** \_\_\_\_\_
9. PROTECTIVE HEADGEAR WARNING – I AGREE THAT I have been fully warned and advised by OMS that I should purchase and wear protective headgear (equestrian helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and even prevent death from happening as the result of a fall or other occurrence. It is understood that OMS-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 these helmets on this rider's head at all times.

**Initial:** \_\_\_\_\_

10. PHOTO RELEASE – I AGREE THAT I consent to and authorize the use and reproduction by OMS of any photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for benefit of OMS.

**Initial:** \_\_\_\_\_

11. LIABILITY RELEASE – In consideration of OMS 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 OMS, its owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to THIS OMS' ordinary negligence; and I do further agree that except in the event of THIS OMS' gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation, against OMS and ITS ASSOCIATES as stated above in this clause for any economic and noneconomic 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 OMS, to include while learning about riding, or while riding, handling or otherwise being near horses owned by or in the care, custody and control of OMS. All Riders and Parents or Legal Guardians must sign below after reading this entire document: **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 APPLICANTS PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

**RIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**If the above student is a minor, the consent of a PARENT or LEGAL GUARDIAN is REQUIRED.**

**PARENT/GUARDIAN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**OMS Acknowledgement and Witness Statement:**

This agreement and liability release was signed in the presence of an authorized agent of Oak Meadows Stables (OMS). Persons signing this agreement were given opportunity to review each clause and request additional information and/or clarification. By signing below I represent that I am an authorized agent of OMS and that I witnessed all signatures to this agreement and liability release.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name