



## CAMP AND RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE

**CAMP HORSEABILITY, INC, 223 Store Hill Road /Steele Hill Road, Westbury NY**, hereinafter known as "HORSEABILITY" at the SUNY College at Old Westbury as well as all satellite locations including "Camp Loyaltown" on Glen Ave in Hunter, NY

**CAMP HORSEABILITY, INC, 238 Round Swamp Road, Melville, NY**, hereinafter known as "CAMP HORSEABILITY" at the Thomas School of Horsemanship

### **PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY.  
HORSEABILITY CANNOT GUARANTEE YOUR SAFETY.**

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: In consideration of the payment of a fee and the signing of this agreement, We, the parents of the minors listed on the registration form do hereby voluntarily request and agree to our child(ren)'s participation in riding, at HORSEABILITY, and that this STUDENT will either ride his/her own horse, or school horses provided by HORSEABILITY for instructional purpose, today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon the registered STUDENT, and/or 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 New York State and Suffolk County. Any disputes with the rider shall be litigated in, and venue shall be in, Suffolk County. 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 horse, ponies, mules, or donkeys, whether from the ground or mounted. The terms "CAMPER" 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 term "I/WE" shall herein refer to the riding school student or parents of the registered student on the opposite side.

C. ACTIVITY RISK CLASSIFICATION: I/WE 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.

D. NATURE OF HORSEABILITY'S HORSES: I/WE UNDERSTAND THAT: HORSEABILITY chooses its horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and HORSEABILITY follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 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 a distance of from 3 1/2 to 5 1/2 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 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.

E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I/WE UNDERSTAND THAT: HORSEABILITY 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; and irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. WE have inspected HORSEABILITY'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon HORSEABILITY'S PREMISES.

F. SADDLE GIRTHS/NATURAL LOOSENING: I / WE 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.

G. ACCIDENT/MEDICAL INSURANCE: WE AGREE THAT: Should emergency medical treatment be required, WE and/or my own accident/medical insurance company shall pay for all such incurred expenses. PLEASE PROVIDE ON REVERSE SIDE.

H. PROPER ATTIRE FOR SAFETY: ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED: I/WE AGREE: to purchase protective or borrow from HorseAbility, headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. It will be worn while riding and being near horses and WE do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. All riders must wear proper footwear, boot with smooth sole and 1/4" heal. If sneakers must be worn due to inability to wear boots, when riding with stirrups, tack will be adjusted to accommodate exception to attire.

I. LIABILITY RELEASE: I/WE AGREE THAT: In consideration of THIS PROGRAM/SCHOOL allowing myself or our child's participation in this these riding activities, under the terms set forth herein, I or WE, the parents, for ourselves and on behalf of our child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge HORSEABILITY, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf(hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to HORSEABILITY'S and/or ITS ASSOCIATES ordinary negligence; and I or WE, the parents, do further agree that except in the event of HORSEABILITY'S gross negligence and willful and wanton misconduct, WE shall not bring any claims, demands, legal actions and causes of action, against HORSEABILITY and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic 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 HORSEABILITY, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of HORSEABILITY, or participating in any of the school activities, whether on or off the premises of HORSEABILITY.

### **LIABILITY CONSENT AND EMERGENCY MEDICAL RELEASE**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_  Participant  Staff  Volunteer

Phone: \_\_\_\_\_ Email : \_\_\_\_\_

Address: \_\_\_\_\_

Physician's Name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_

Health Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies: \_\_\_\_\_

Current medications: \_\_\_\_\_

In the event of an emergency, contact:

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize HORSEABILITY to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. The provision will only be invoked if the person(s) above is unable to be reached.

**I AGREE and Consent to Plan**

**I DO NOT AGREE; Please Follow my NON CONSENT Plan** - *I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. Parent or legal guardian will remain on site at all times during equine assisted activities*

**NON CONSENT PLAN** - \_\_\_\_\_

### SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING THE CAMPER'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

**BY SIGNING BELOW YOU ARE AGREEING TO THE TERMS ON THE REVERSE SIDE OF THIS FORM**

**X SIGNATURE OF PARENT (OR RIDER IF OVER 21)** \_\_\_\_\_ **DATE** \_\_\_\_\_

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