

Fire Riding Academy, LLC 2022

9100 Cedar Niles Rd, Lenexa, KS 66227
573-864-0886

Equine Release and Hold Harmless Agreement

Rider's Name and Age _____

Parent Name Phone # _____

Email Address _____

1. I, _____, the undersigned, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement as a waiver of any and all liability(ies).

2. Domesticated, well-trained horses are usually obedient, docile, and affectionate. However, they are instinctively "flight animals", and their natural instincts and size can be dangerous to people. This includes, but is not limited to the following examples:

A. Horses are unpredictable, with minds of their own and they are often somewhat high strung or nervous.

B. Horses are very strong and powerful, and they are extremely heavy, weighing from, on average, 600 lbs. to 1300 lbs.

C. If a horse is frightened, stressed, or feels threatened it may:

Suddenly jump forward or sideways, knocking down or running into people or obstacles.

Run away at speeds up to 35 miles per hour.

Buck or rear up in a way that could throw a rider to the ground or into an obstacle.

Bite, kick, or strike with front feet, or back feet.

3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, and feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release **Fire Riding Academy, LLC**, their officers, employees, and anyone else directly or indirectly connected with these companies from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death), to me or anyone else caused by or incidental to electing to stand near, mount, and/or ride a horse owned or operated by Fire Stables.

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement, I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. To help prevent injuries and/or death, I agree to carefully follow all instructions given to me by Fire Riding Academy Staff regarding horse behavior and handling. I agree to carefully follow all Fire Riding Academy rules and to use tack and other equipment only as directed by Fire Riding Academy Staff.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's(s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse arena, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I agree upon behalf of myself, my heirs, guardians, and legal representatives not to sue the Fire Riding Academy Parties or otherwise make a claim against the Fire Riding Academy Parties, and I release the Fire Riding Academy Parties, in connection with any injury or death occurring on the Fire Riding Academy premises or in connection with any Fire Riding Academy activities, or in connection with any damage to or loss of personal property. In addition, I will defend, indemnify, and hold the Fire Riding Academy Parties harmless against all claims, demands, and causes of action, including without limitation court costs and attorney's fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for my benefit. This Release and Hold Harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the Fire Riding Academy Parties) or otherwise.

8. I understand that all riders under the age of 18 are required to wear a helmet. Riders over the age of 18 are strongly encouraged to wear a helmet. For those over the age of 18:

_____ I will wear the recommended helmet.

----- I choose to not wear the recommended helmet and understand the additional risks of injury. **Date:** _____

Signature of Rider OVER 18 years of age: _____

Print Name _____

Signatures or Parents/Guardians of RIDER UNDER 18 years of age:

_____ **Print Name** _____ **Date** _____

_____ **Print Name** _____ **Date** _____