

**HORSEBACK RIDING RELEASE FORM**

Please read carefully before signing. Serious injury may result from your participation in this activity. Susan Ballentine does not guarantee your safety.

I, the following listed individual hereinafter known as the "rider", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horseback riding activities offered by Susan Ballentine.

**Name of Rider** \_\_\_\_\_

**Age (if under 21)** \_\_\_\_\_

This agreement shall be legally binding upon, me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate assigns, including all minor children and personal representatives. The term "stable" herein shall refer to property of Sandy and Roy Ballentine. The term "horse" herein shall refer to all equine mounted. The terms "I", "me", "my" herein shall refer to above registered rider and the parents or legal guardians thereof if a minor.

I understand that Susan Ballentine chooses her horses for their calm disposition and sound basic training and that she follows a rigid risk reduction program. Yet no horse is a completely safe horse. Any horse can, at any moment revert from its training and act on its natural instincts. These could include by are not limited to bucking, shying, rearing, biting, kicking and/or bolting back to the barn. Horseback riding is classified as a "rugged adventure sports activity" and there are numerous obvious and non-obvious risks always present in such activities despite all safety precautions. Horseback Riding is defined as the only sport where one much smaller predator type animal attempts to exert it's will and control over one much larger prey type animal each with a very limited understanding of the other. Horses are 4-5 times faster and 10-15 times stronger than a human. A fall from a horse could be at a distance of 4-6 feet and could result in serious injury or even death to a participant. Your participation in this activity my expose you to some of the following situations plus others too numerous to list: Rough, slippery or wet terrain, public and private roadways, other riders, walkers or bikers, area of heavy traffic motorized and non-motorized vehicle, trees and bushes, domestic and wild animals and sudden weather changes. Accidents can occur as well when learning to jump the horse which could include but are not limited to, collisions with the jump standards or rails and a greater risk of falls and other various injuries.

I agree that in consideration of this stable and Susan Ballentine allowing my participation in this activity, under the terms set forth herein, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge Susan Ballentine, this stable, its owners, agents, employees, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), or and from all claims, demands, causes of action, legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this negligence due to Susan Ballentine, this stable and/or its associated ordinary negligence; and I do further agree that except in the event of Susan Ballentine and this stables gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and Susan Ballentine's custody and control of Susan Ballentine whether on or off the premises of this stable.

**Note: Under New Hampshire law, a Participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. Pursuant to R.S.A. 508:19, equine professionals are not liable for damages resulting from the inherent risks of equine activities.**

SIGNATURE OF RIDER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_

DATE \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_