

# SUMMER HILL FARM LIABILITY RELEASE FORM

**Please Read Carefully Before Signing**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

**A. OPERATOR** –For the purposes of this liability release, the term “OPERATOR” shall refer to Summer Hill Farm LLC and/or Summer Hill Farm direct employees or contract employees on, around, or away from the premises.

**B. REGISTRATION OF RIDER AND AGREEMENT PURPOSE** –I, the following listed individual and the parent or legal guardians of a minor, do hereby agree to have the OPERATOR, whether for consideration or not, provide property for riding, horse, tack and/or equipment or any combination thereof for the purpose of horseback riding and/or horse handling today and on all future dates:

Rider Name: \_\_\_\_\_ Age: \_\_\_\_\_

If under 18, parent or legal guardian: \_\_\_\_\_

Riding experience: \_\_\_\_\_ Beginner \_\_\_\_\_ Intermediate \_\_\_\_\_ Advanced  
Describe experience: (i.e. lessons, indoor arena or outside riding experience, etc.)

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Does rider have physical or mental health conditions, problems or disabilities which may affect his/her safety and/or ability to ride?

YES NO (circle one) If yes, please describe here: \_\_\_\_\_

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**WARNING:** Under Kansas Law there is no liability for an injury or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities pursuant to KSA 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity. Inherent risks of domestic animal activities include, but shall not be limited to: (1) the propensity of a domestic animal to behave in ways i.e. running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on that may result in an injury, harm or death to persons, on or around them; (2) the unpredictability of a domestic animal’s reaction to such things as a sound, sudden movement and unfamiliar objects, persons, or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other domestic animals or objects; and (5) 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 the domestic animal or not acting within such participants ability. K.S.A. 60-4004.

**WRITE INITIALS BELOW OR AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.**

**C. AGREEMENT, SCOPE AND TERRITORY AND DEFINITION** –This agreement shall be legally binding upon me, the registered rider, the parents and/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 and county of OPERATOR. Any dispute by the rider shall be litigated in and venue shall be the county in which, OPERATOR is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term “HORSE” shall refer to all equine species. The term “HORSEBACK RIDING” herein shall refer to tacking, leading, riding or handling in any manner or being in the proximity of any horse, pony, mule, or donkey whether from the ground or mounted. The term “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 rider and the parents and/or legal guardians thereof if a minor.

\_\_\_\_\_X

**D. ACTIVITY RISK CLASSIFICATION** –I understand that horseback riding is classified as a “Rugged Adventure Recreational Sport Activity”, with numerous obvious and non-obvious inherent risks always present in such an activity despite all safety precautions. According to NEISS, (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that may result in a stay at U.S. Hospitals. Related injuries can be severe requiring more hospital days and resulting in a more lasting residual effects than injuries in other activities.

\_\_\_\_\_X

**E. NATURE OF HORSES** –I understand that whether riding my own horse or one provided by the OPERATOR, I understand that no horse is a completely safe horse. Horseback riding is the only sport where on much smaller, weaker predator animal (Human) tries to impose its will on another much larger, stronger prey animal (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 accordingly 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.

\_\_\_\_\_X

**F. RIDER RESPONSIBILITY** –I UNDERSTAND THAT: Upon mounting a horse and taking up the reins, or upon taking control of the horse on the ground, 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/or his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. OPERATOR advises pregnant women not to ride horses, unless permission is given under the advice of a physician.

\_\_\_\_\_X

**G. CONDITIONS OF NATURE** –I UNDERSTAND THAT: OPERATOR 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; water; wild and domestic animals, insects, reptiles, which may walk run or fly near, or bite or sting a horse or person; and/or irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

\_\_\_\_\_X

**H. SADDLE GIRTHS-NATURAL LOOSENING** –I UNDERSTAND THAT: Saddle girths may become loose during a ride. All riders are responsible for initially securing their saddle girth and for monitoring its tightness throughout the ride. It's your responsibility to routinely check and tighten the saddle girth.

\_\_\_\_\_X

**I. PROTECTIVE HEADGEAR** –I, for myself and on behalf of any child and/or legal ward am aware of the benefits of wearing protective headgear (riding 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 herein injuries and may even prevent death happening as the result of a fall or other occurrence. It is understood that the fitting of protective headgear regardless of provider is solely my responsibility and I will be responsible, and I will be responsible for securing the helmet on my head at all times.

\_\_\_\_\_X

**J. LIABILITY RELEASE** –In consideration of OPERATOR allowing my participation in this activity whether for compensation or not under the terms set forth herein I, the rider and parent and/or legal guardian thereof if a minor, do agree to hold harmless and release OPERATOR, his owners agents, employees member premises-owners insurers and affiliated organizations and I do further agree that I shall bring no claims, demands, actions and causes of action and/or litigation against OPERATOR and his 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 OPERATOR, to include while riding, handling, or otherwise being near horses.

\_\_\_\_\_X

**K. ABSENCES/MISSED LESSONS** –Unless notified 24 hours prior to the scheduled lesson, payment for the missed lesson shall be required. Any exceptions shall be reviewed by the OPERATOR and the RIDER.

\_\_\_\_\_X

**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.**

\_\_\_\_\_  
Signature of Rider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of both parent/legal guardians

\_\_\_\_\_  
Name of Rider (please print)

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home phone:

\_\_\_\_\_

Business phone:

\_\_\_\_\_

Cell phone:

\_\_\_\_\_

Email address:

\_\_\_\_\_