

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

This form must be completed by and for each participant

Name of Rider Age & Date of Birth

Weight Height How did you hear about us? Primary Times – Friend – Internet - Other

Home Address

EMAIL Address:-

Tel No Home Mobile

Medical Details Doctors Name Surgery..... Tel

Emergency contact Name Telephone number and Relationship to rider:-

Please detail ANY disability or medical condition that may affect your ability to ride or which your instructor should be aware of in case of emergency?

Has the person riding ever suffered a serious injury or any discomfort while riding or been advised not to ride?

NO YES (please give details)

Previous riding experience

How often has the named person ridden in the past 12 months? Never Monthly Fortnightly Weekly

What do you believe the capabilities of that person riding to be?

Leid Rein Walk & Trot Trot without stirrups Cantering Hacking Jumps 0.5m Jumps 0.75m Cross Country

Please delete all not applicable

Declaration

I consent to myself / my child receiving any medical treatment, which, in the opinion of a qualified medical practitioner may be necessary.

(Delete as necessary)

Riders under 16 years of age: I accept full responsibility for my child and confirm that the above pre-assessed abilities are correct. I accept my child rides at his/her own risk, and taking part in riding lessons at Wapley Stables.

Riders aged 16 years and over: I confirm that the above pre-assessed abilities are correct and that I ride entirely at my own risk.

GDPR Data protection act: Statement: I understand that the information that I have given will be held in accordance with the GDPR Data Protection Act but may also be made available to insurers and other concerned parties in the event of any injury or accident.

I understand that I must obey the instructions of the instructor and must comply with the Health and Safety of the establishment. I reserve the right not to ride a horse allocated to me or my child and or request a change of instructor, however I understand that if my request cannot be upheld for whatever reason full payment for the lesson is still required.

I confirm that to the best of my knowledge all the above details are correct. A parent or guardian of riders under the age of 16 must sign this form. I acknowledge THAT RIDING IS A RISK SPORT AND HOLDS A POTENTIAL DANGER, and that all horses may react unpredictably on occasions.

Signed:- Print Name

Date If signing on behalf of rider please state your relationship to the rider:

PLEASE READ THE FOLLOWING PAGE CAREFULLY BEFORE SIGNING BOTH PAGES

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPTION IN THIS ACTIVITY.
WAPLEY STABLES DO NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR/OUR HORSE.**

IT IS HEREBY AGREE TO AS FOLLOWS: THAT

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE.** I, the following listed individual hereinafter known as the “RIDER” and the parents or legal guardians there of if a minor, do hereby voluntarily request and agree to participate in horse riding at Wapley Stables premises, and the neighbourhood and that this RIDER will ride a horse/pony owned by or boarded at Wapley Stables.
- B. **AGREEMENT SCOPE, TERRITORY AND DEFINITIONS.** This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians there of 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 Country of Wapley Stables Bristol. Any disputes by the RIDER shall be litigated in and venue shall be the country in which Wapley Stables is physically located. The term “HORSE” herein shall refer to all equine species. The term “RIDING” herein shall refer to riding or otherwise handling of horses or ponies, whether from 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 or legal guardians thereof if a minor.
- C. **ACTIVITY RISK CLASSIFICATION.** Horse riding is classified as a RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. **NATURE OF RIDING A HORSE.** No 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 at a distance from 3-5 feet, and the impact may result in injury to the rider. Horse riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger pray 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 instances 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. **RIDER RESPONSIBILITY.** 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 aboard the moving animal. The RIDER shall be responsible for his/her own safety.
- F. **CONDITIONS OF NATURE.** Wapley Stables is NOT responsible for total or partial acts, occurrences, or elements or nature that can scare a horse, cause if to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild terrain (and which is subject to constant change in condition according the weather, temperature, and natural and man-made changes in landscape).
- G. **INSPECTION OF PREMISES.** RIDER has inspected Wapley Stables facilities and is satisfied that all premises conditions are reasonable safe for RIDER’S intended purpose, usage and presence upon Wapley Stables premises.
- H. **PROTECTIVE HEADGEAR WARNING:** I have been fully advised by Wapley Stables that the RIDER must purchase and wear a properly fitted and kite marked riding hat, and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of those head injuries and even prevent death from happening as the result of a fall or other occurrences. Proper riding boots are required and Wellingtons/Trainers are not permitted.

Liability Release

In consideration of Wapley Stables allowing my participation in this activity, I 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 Wapley Stables and its owners, instructors, staff, 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 Wapley Stables and/or its associates ordinary negligence; and I do further agree that, except in the event of Wapley Stables gross negligence and wilful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Wapley Stables and its associates as stated above in this clause, for any economic and uneconomic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and or legal ward in relation to the premises and operations of Wapley Stables, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Wapley Stables, whether on or off the premises of Wapley Stables.

We also hold no responsibility for any Riding Hats or equipment loaned or hired from the Stables and strongly advise you purchase your own to ensure correct fit and safety.

All riders and parents or legal guardians must sign below after reading this document. Where possible both parents must sign.

SIGNER STATEMENT OF AWARENESS

I/We the undersigned have read and do fully 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.

I have received and or read the ‘Keeping safe whilst at Wapley’ information sheet

All Riders and Parents or Carers/Legal Guardians must sign below after reading this entire document.

FOR (name of rider) Date

Signature of Rider (If over 16 years) Signature of Parent/Carer/Spouse