

ROLLING STONE RANCH

PO Box 125
Bethel, NY 12720

Camp and Riding Instruction Agreement And Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING

Serious Injury may result from your/your child's participation in this activity.
ROLLING STONE RANCH cannot guarantee your safety.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: In consideration of the payment of a fee and signing of this agreement, we, the parents of the minors listed on the registration form do hereby voluntarily request and agree 1:0 our child (ren)'s participation in riding at ROLLING STONE RANCH, and this STUDENT will either ride his/her own horse, or school horses provided by ROLLING STONE RANCH, 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 SULLIVAN County. Any disputes with the rider shall be litigated in, and venue shall be in, Sullivan 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 after 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 after 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 ROLLING STONE RANCH'S HORSES: I/WE UNDERSTAND THAT: ROLLING STONE RANCH chooses its horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and ROLLING STONE RANCH 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 % to 5 % 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 ROLLING STONE RANCH 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, with may walk, run, or fly near, or bite or sting a horse or person: and irregular tooting on out-at-doors groomed or wild land which is subject to constant changes in landscape. WE have inspected ROLLING STONE RANCH'S facilities and are satisfied that all premise conditions are reasonably safe for riders intended purpose, usage, and presence upon ROLLING STONE RANCH'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 horse.

G. ACCIDENT/MEDICAL INSURANCE: I/We (rider/parent/legal guardian) AGREE THAT: Should emergency medical treatment be required, I/We and/or my own accident/medical insurance company shall pay for all such incurred expenses

My accident/medical insurance company is: _____

And my policy/ID Number is: _____

H. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED: I/WE AGREE: To purchase or borrow from WILLOW TREE FARM, INC protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 116:3 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 wearers head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

I. LIABILITY RELEASE: I/WE AGREE THAT: Inconsideration of THIS PROGRAM, allowing myself or our child's participation in 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 ROLLING STONE RANCH, its owners, officers, directors, agents, employees, 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, uses of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to ROLLING STONE RANCH'S and/or IT'S ASSOCIATES ordinary negligence; and I or WE, the parents, do further agree that except in the event of ROLLING STONE RANCH'S gross negligence and willful and wanton misconduct, "WE"(rider/parent/legal guardian/family) shall not bring any claims, demands, legal actions and causes of action, against ROLLING STONE RANCH, 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 ROLLING STONE RANCH, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of ROLLING STONE RANCH, or participating in any of the school activities, whether on or off the premises of ROLLING STONE RANCH,

J. PHOTO RELEASE: I/We give our permission for ROLLING STONE RANCH to use any photos of myself/our child (ren) for any photographic materials.

RIDERS OVER 21 OR PARENTS or Legal Guardians must sign below after reading this entire document:

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 to the rider's physical condition, experience, and age are true and accurate.

NAME _____ DATE _____

ADDRESS _____

TELEPHONE _____

EMERGENCY CONTACT _____

SIGNATURE OF PARENT (OR RIDER IF OVER 18) _____