



## HORSE USE/LESSON AGREEMENT AND LIABILITY RELEASE FORM

**PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. GCEC DOES NOT GUARANTEE YOUR SAFETY.**

**Warning:** *Under Delaware law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code subsection 8140. (70 Del. Laws, c.212, subsection 1.)*

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE.** By signing this agreement, I and the parent or legal guardians thereof if a minor, do hereby agree to hire or borrow from Gambler's Choice Equestrian Center (GCEC) a horse, tack and equipment or to use GCEC's facility and/or take instruction for the purpose of horseback riding today and on all future dates.

RIDER NAME \_\_\_\_\_

Date of Birth (if under 21) \_\_\_\_\_

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her ability to safely ride a horse?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a detailed explanation and protocol for any conditions that may affect safety.

WRITE INITIALS BELOW AFTER READING EACH SECTION. RIDER AND PARENTS OR GUARDIANS MUST INITIAL.

- \_\_\_\_\_ B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS.** 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 and it shall be interpreted according to the laws of Delaware. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "horse" herein refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers 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.** I 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 STABLE HORSES.** I understand that GCEC chooses its lesson horses for their calm dispositions and sound basic training as is required for use as riding horses for beginning riders. Yet, 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 of up to six feet, and the impact may result in injury to the rider. 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 suddenly; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, running from danger.
- \_\_\_\_\_ E. **RIDER RESPONSIBILITY.** I understand that 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. I agree that the rider shall be responsible for his /her own safety and that of an unborn child if the rider is pregnant.
- \_\_\_\_\_ F. **CONDITIONS OF NATURE.** I understand that GCEC is NOT responsible for 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 or reptiles which may walk, run or fly near or bite or sting a horse or person; and 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.
- \_\_\_\_\_ G. **CARRY-ON OBJECTS AND SHARP NOISES.** I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp loud noises, such as screaming or yelling, which may scare a horse.
- \_\_\_\_\_ H. **ACCIDENT/MEDICAL INSURANCE.** I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. I hereby authorize GCEC to provide emergency medical care authorization or transportation for me or for my child. ***Attach a copy of the rider's insurance card.***

- \_\_\_\_\_ I. PROTECTIVE HEADGEAR. I understand that GCEC requires the use of a helmet for all students when riding at all times, and provides SEI certified ASTM Standard Equestrian Helmets for use by students who do not own a helmet. GCEC's helmets may not be a perfect fit for each rider's head. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, use of these helmets does not eliminate the possibility of head injury.
- \_\_\_\_\_ K. LIABILITY RELEASE. I agree that in consideration of GCEC allowing my participation in this activity under the terms set forth herein, 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 GCEC, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations 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 GCEC's and/or its associates ordinary negligence; and I do further agree that except in the event of GCEC's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against GCEC and 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 and/or legal ward in relation to the premises and operations of GCEC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of GCEC, whether on or off the premises of GCEC.

**All Riders and Parents or Legal Guardians must sign below after reading this entire document. Each parent must sign.**

**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 applicant's physical condition, experience, and age are true and accurate.

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

\_\_\_\_\_  
Date

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 NAME OF RIDER (please print) DATE

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 NAME OF RIDER (please print) DATE

PRINT NAME(S) OF PARENT(S) AND/OR GUARDIAN \_\_\_\_\_

Address in full: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
\_\_\_\_\_  
Bus Phone: \_\_\_\_\_  
\_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
\_\_\_\_\_  
Other Phone: \_\_\_\_\_

Emergency contact: \_\_\_\_\_  
Name Relationship Phone #

Emergency contact: \_\_\_\_\_  
Name Relationship Phone #