



P.O. BOX 1951. GRAND CAYMAN. KY1 1505. TEL: 926.7669

VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK FOR RIDING INSTRUCTION / LESSONS AND / OR ANY SERVICES RELATED TO HORSEBACK RIDING, SHOW JUMPING, PONY CLUB CAMP / TRAIL RIDING AND ALL OTHER EQUESTRIAN ACTIVITIES WHATSOEVER (collectively referred to herein as the "Services" and each a "Service").

To: Cayman Riding School – owned and operated by Tracey Surrey (collectively referred to herein as 'Cayman Riding School') and the owner of the land upon which Cayman Riding School operates (the 'Property Owner').

Please read carefully before signing:

STUDENT NAME(the 'Student') **DATE OF BIRTH**.....

LEGAL GUARDIAN / PARENT (If under the age of 18 years)

EmailTel #(Cell) (Home)

CONTACT IN CASE OF EMERGENCY(Name)

Tel #(Cell) (Home)(Work)

LIMITATIONS: Does the student have any physical or mental health problems which may affect his/her ability to participate in any equine activity? (Yes / No). If yes, please describe

AGREEMENT AND DEFINITIONS: This agreement shall be effective and legally binding upon my and the Student's, heirs, next of kin, estate, assigns, executors, administrators, legal guardians and representatives including, without imitation, representatives in the event of my and/or the Student's death or incapacity. The term "Horse" herein shall refer to any equine animal. The term "I", "me", "my" shall herein refer to the Student and the parents or legal guardians thereof if a minor.

ACTIVITY RISK CLASSIFICATION: I UNDERSTAND THAT: Horseback riding is a **DANGEROUS** 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. I still wish to participate in this activity knowing these risks and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

NATURE OF HORSES: I UNDERSTAND THAT: (i) Horses are powerful and potentially dangerous animals which may change their behavior at any time and without warning. (ii) No horse is a completely safe horse. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking, biting, failing to respond to commands, running into objects or running from danger. Horses may collide with other horses or objects or trip, stumble or fall even if led, ridden or driven or attended to.

PROTECTIVE HEADGEAR WARNING: I CONFIRM AND AGREE THAT: I have been fully warned and advised that I should purchase / wear protective headgear (equestrian high impact riding helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence.

ACCIDENTAL/MEDICAL INSURANCE: I CONFIRM AND AGREE THAT: Should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses.

LIABILITY RELEASE & INDEMNIFICATION: In consideration of Cayman Riding School providing me with any Service and/or allowing my participation in any equine activity whatsoever, and or permitting my use of their equipment and other facilities, or Cayman Riding School and/or the Property Owner providing me with access to or use of their property (collectively referred to as "**Equine Activity**"), I hereby **CONFIRM AND AGREE THAT:** In allowing my participation in any Equine Activity, I hereby:

1. Release, waive, discharge, hold harmless, (and covenants not to demand, sue or otherwise claim at any time) Cayman Riding School and/or the Property Owner, its or their premises, owners, affiliated organizations, or operator of the equine facilities, equine owner or lessor, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "**Releasees**") from all liability to the undersigned, his/her personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise due to the presence of me in or on any restricted area, and/or during my participation in any Equine Activity.
2. Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, or cost that they might incur due to my presence in or on any restricted area and/or or in any way participating in any Equine Activity, whether caused by the negligence of the Releasees or otherwise.
3. Assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or on a restricted area and/or while participating in any Equine Activity.

I, the Student, and the parent or legal guardian thereof if a minor, expressly acknowledges and agrees that equine activities are very dangerous and involve the risk of serious injury and/or death. I, the Student, and the parent or legal guardian thereof, if a minor further expressly agrees that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as possible and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I/WE THE STUDENT, AND THE PARENT / LEGAL GUARDIAN THEREOF IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES.

Student / Rider.....(Print Name) Date.....

Parent or Guardian.....(Print Name)

Signature of Parent or Guardian..... Date.....