

**The Center for America's First Horse, Inc.**  
**P.O. Box 31, Johnson, VT 05656**  
**802-730-5400**

**Liability Waiver and Release Form**

**Warning**

Under Vermont law, an equine activity sponsor is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A section 1039. (Added 1995. No. 136 (ADJ. Sess.).2.)

I, \_\_\_\_\_ (and my minor child \_\_\_\_\_) (hereinafter the "Undersigned")

In consideration for allowing me (or my minor child) to volunteer, handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

**1. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and behavior of horses, regardless of their training or past performance.

2. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by The Center for America's First Horse, Inc..

**3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE** The Center for America's First Horse, Inc. or it's employees, volunteers, agents, or representatives for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse, being in close proximity to a horse or on the premises of the Center or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by The Center for America's First Horse, Inc..

4. Release The Center for America's First Horse, Inc. from any claim that such The Center for America's First Horse, Inc. were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by The Center for America's First Horse, Inc. or being on the premises of the Center, which resulted in loss, damage, injury or death.

**5. INDEMNIFY, AND SAVE AND HOLD HARMLESS** The Center for America's First Horse, Inc. or it's employees, volunteers, agents or representatives from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the Center or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child's own negligence.

6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Vermont and is intended to be as broad and inclusive as is permitted by Vermont law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employees, or representatives for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Center in defending such an action.

**8. IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY WHILE RIDING.**

I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE): \_\_\_\_\_

**I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Center for America's First Horse, Inc., its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to The Center for America's First Horse, Inc. allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.**

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Print Name of Participant	Date of Birth	Level of experience, Beginner, Intermediate, Advanced	Years Riding

\_\_\_\_\_

Print Name of Parent or Legal Guardian

\_\_\_\_\_

Phone #

\_\_\_\_\_

Street Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip

\_\_\_\_\_

Emergency Contact and Phone Number:

Does the participant have any physical or mental conditions that affect his/her safety and ability to ride a horse? Yes No (circle one)

I grant to The Center for America's First Horse, Inc. the right to take photographs of me and my family. I authorize The Center for America's first Horse, Inc, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that The Center for America's First Horse, Inc. may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

Signature \_\_\_\_\_

**No refunds. Please, no pregnant riders. The Center for America's First Horse reserves the right to deny any service if deemed unsafe for any persons or the horses.**