

WAIVER AND RELEASE

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ASSENT TO THESE STATEMENTS BY SIGNING AS INDICATED BELOW.

I, the undersigned, understand and believe that the use, handling, and riding of a horse involves a risk of physical injury to any individual undertaking such activities. I further know that any horse, irrespective of its training, usual past behavior, and characteristics, may act or react unpredictably at any time. With full awareness of the foregoing, I am knowingly participating in classes taught by any instructor at Magic Moments Stable, including but not limited to Cody Siebert, and I voluntarily engage in this activity. The possibility of injury to myself or my horse as a result of this activity is accepted as a risk inherent in work on and around horses.

I, the undersigned, understand that horseback riding is a rigorous activity, physically, and mentally demanding. I hereby represent that I and my horse have the requisite level of physical fitness and mental alertness to enable us to participate in the class for which this waiver is being obtained. Both my horse and I are in good health and free from injury, illness, or other defects which may impair our ability to engage in this activity.

I, the undersigned, recognizing the threat of exposure to tetanus that exists in the presence of livestock, acknowledge responsibility to obtain inoculation and maintain protection against tetanus, a disease endemic to horses.

I, the undersigned, also understand that riding instruction by its nature requires that the instructor issue direction in the form of “commands,” and I understand that while due deference must be given to such commands, I must and will use my own judgment where the situation demands it. I understand that all activities engaged in as part of the instruction are entirely voluntary and that I may elect not to comply with any suggested act. The instructor is entitled to my attentiveness and good faith efforts to respond to his directives, but he neither is entitled to nor requests absolute obedience and it is expected that I will at all times be alert and thinking while on horseback.

I, the undersigned, expressly and voluntarily assume all risks attendant to horseback riding and related activities, including but not limited to those discussed

in the foregoing paragraphs, and I do hereby fully and forever release, discharge, and hold harmless any instructor at Magic Moments Stable, including but not limited to Cody Siebert, and any and all of their assistants, assisting instructors, and coworkers, as well as any other participant in the course, and the assigns of same, from any and all claims which I, the undersigned, or my assigns, may assert as a result of physical injury to a horse or rider, or loss of property, incurred while a participant using, handling, or riding a horse while a student of any instructor at Magic Moments Stable, including but not limited to Cody Siebert. My signature on this form constitutes expression of my understanding and agreement to all that is stated above and my total and unconditional release of any instructor at Magic Moments Stable, including but not limited to Cody Siebert, their assistants, assisting instructors, coworkers, assigns, and other course participants.

Dated: _____

Signature of Applicant/Participant

I, the undersigned, and one of the parents of the above named minor applicant/participant (and/or the duly appointed legal guardian of such minor), and I have full authority to sign this waiver for and on behalf of the minor. My signature of this form constitutes expression of my understanding and consent to the total and unconditional waiver set out above.

Signature of parent or legal guardian on behalf of minor applicant/participant

PLEASE PRINT BELOW:

NAME OF APPLICANT: _____

ADDRESS: _____

CITY, ST ZIP: _____

PHONE: (_____) _____ - _____