

Sienna Stables

Horseback Riding Release and Lesson Form

Rider's Name: (Last) _____ (First) _____

Date of Birth: _____

Parent's Name (if rider is a minor): (Last) _____ (First) _____

Parent's Signature: _____

CHECK ONE: RIDING RELEASE _____ **LESSON ENROLLMENT** _____

Riders under the age of sixteen (16) are required to wear protective headgear. Riders 16 to 18 may waive this requirement with parent's initials here _____. All riders who are jumping must wear protective headgear.

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ Work Phone: () _____

Pager: () _____ Cell: () _____

EMAIL: _____

Emergency Contact Information

Contact #1: _____ Relationship: _____

Home Phone: () _____ Work Phone: () _____ Other: () _____

Contact #2: _____ Relationship: _____

Home Phone: () _____ Work Phone: () _____ Other: () _____

Physician: _____ Phone: () _____

Insurance Company: _____ Policy #: _____

In this Release the term "I" means the rider named above and the parents or legal guardians of the rider if he or she is a minor.

Emergency Care Authorization Signature: _____

I agree that should medical treatment be required, my own accidental/medical insurance company and I as applicable shall pay for all such incurred expenses.

Special Medical needs (e.g. allergies, or special instructions for attending physician):

I UNDERSTAND THAT HORSEBACK RIDING IS A HIGH RISK SPORT AND BY TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Liability Waiver, Release and Indemnity: IN CONSIDERATION OF MY PARTICIPATION IN EQUINE ACTIVITIES, I, FOR MYSELF OR ON BEHALF OF MY CHILD OR LEGAL WARD, WAIVE ANY CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR LITIGATION AGAINST SIENNA STABLES CO., LTD., SIENNA STABLES MANAGEMENT, LLC, THEIR RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AFFILIATED ORGANIZATIONS, INSURERS AND OTHERS ACTING ON THEIR BEHALF (REFERENCES TO "SIENNA STABLES" INCLUDE ALL OR ANY OF SUCH PARTIES) FOR ANY ECONOMIC AND NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, OR PROPERTY DAMAGES SUSTAINED BY ME OR MY MINOR CHILD OR LEGAL WARD OCCURRING IN CONNECTION WITH OR AS A RESULT, IN WHOLE OR IN PART, OF THE EQUESTRIAN EVENT OR OF THE PREMISES, OPERATIONS AND ACTIVITIES OF SIENNA STABLES ("PARTICIPANTCLAIMS"), AND FURTHER RELEASE SIENNA STABLES OF AND FROM PARTICIPANT CLAIMS. I WILL INDEMNIFY, HOLD HARMLESS AND DEFEND SIENNA STABLES FROM AND AGAINST ALL PARTICIPANT CLAIMS, AND ALL OTHER CLAIMS, DEMANDS, DAMAGES, INJURIES, DEATH, LOSSES, LIABILITIES, EXPENSES, JUDGMENTS, ACTIONS, AWARDS AND LITIGATION ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF MY ACTIONS OR FAILURE TO ACT, AND I SHALL PAY ALL COSTS (INCLUDING COURT COSTS, ATTORNEY FEES AND OTHER EXPENSES) INCURRED BY SIENNA STABLES IN DEFENDING AGAINST OR RESPONDING TO THEM. THIS WAIVER, RELEASE AND INDEMNITY WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN IF THE PARTICIPANT CLAIM OR THE INDEMNITY OBLIGATION IS CAUSE BY THE ACTIVE OR PASSIVE ORDINARY NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARITIVE ORDINARY NEGLIGENCE OF SIENNA STABLES, AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SIENNA STABLES, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS SIENNA STABLES LIABLE FOR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN A FINAL JUDGEMENT.

Nature of Horses- I understand that: No horse is a completely safe horse. Horses are much larger, more powerful and much faster than humans. If I fall from a horse to the ground, I may be injured by the impact. 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.

Conditions of Nature- I understand that: Sienna Stables is not responsible for acts of nature (total or partial) or elements of nature that can, among other consequences, scare a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples are: thunder, lightening, 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 land which is subject to changing condition according to weather, temperature, and natural and man-made changes in landscape.

Equipment and Tack- I understand that: It is my responsibility to only use equipment and tack that are acceptable as safe and that are reasonably suited for the purposes of its use. I agree to immediately advise a staff member of Sienna Stables of unsafe equipment or tack. I will cease using any unsafe equipment or tack unless a condition that makes the equipment or tack unsafe is corrected. Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If I notice this, I must alert a Sienna Stables' staff member as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the horse.

Protective Headgear Warning- I have been warned and advised by Sienna Stables and I understand that the wearing of protective headgear (equestrian riding helmet) while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some head injuries and may even prevent death from happening as a result of a fall or another occurrence that could cause a head injury.

Signature: _____ Date: _____

Staff Witness: _____ Date: _____