



RELEASE OF LIABILITY WAIVER AND INFORMED CONSENT
TO PARTICIPATE/VOLUNTEER IN ANY AND ALL ACTIVITIES ON
**THE DREAM RIVER RANCH AND/OR IN THE
STUDENTS AND HORSES EXCEL (SHE, INC.)
EQUINE ACTIVITIES PROGRAMS**

PLEASE READ BOTH SIDES AND INITIAL ALL PARAGRAPHS BEFORE SIGNING.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES. In case of emergency, 911 will be called. (01-2015)

Print Your Legal Name _____ Date of Birth _____ Sign Your Legal Signature _____

Please print, "On behalf of (minor's name and date of birth)". Repeat procedure for additional names and separate with commas.

Mailing address _____ City _____ State _____ Zip _____

Email _____ Home Phone Number _____ Cell Phone Number _____

Do you have any physical or medical issues we need to be made aware of to ensure your activity be safe? _____ YES _____ NO

If YES, please explain: _____

I do hereby give permission to use any and all pictures and video with me and/or my child's image in or on any or all marketing literature for these two businesses be it paper or electronic. _____ YES _____ NO

CHECKED BY: _____ DATE _____

NOTICE OF INHERENT RISKS: Horseback riding and horse driving are classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITIES, and there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. No equine (horse and horse-like animal) is a completely safe horse. Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine. Equines have unpredictable reactions, are susceptible to certain hazards, may divert from their training and act according to their natural survival instincts. Tack equipment can fail resulting in a fall or loss of control. Activities have the potential of a participant acting in a negligent manner. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. Horses can be 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 from 3 ½' to 5 ½ feet. _____ (Initial)

RELEASE OF LIABILITY WAIVER AND INFORMED CONSENT FOR
DREAM RIVER RANCH AND STUDENTS AND HORSES EXCEL Page 2/2

EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS. YOU ASSUME THE RISK FOR INJURY OR DEATH. AN EQUESTRIAN SAFETY HELMET HAS BEEN OFFERED TO YOU FOR USE. _____ (Initial)

All youths/minors under the age of 18 years must wear an equestrian riding helmet while mounted unless given special permission by the instructor. Special permission is granted only to vaulting students and advanced riding students 16 years of age. Adults may choose to wear an equestrian riding helmet or not. If you are an adult declining helmet use, please initial here. _____ (Initial). If you are an adult signing on behalf of a youth or family of youths, please initial here. _____ (Initial)

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein on behalf of myself and my minor child or ward. It is my intention and desire to participate in activities sponsored by and held at the Dream River Ranch General Partnership, (further referred to as DRR), and the surrounding area. These activities can be, but are not limited to, horse care, horse handling, horseback riding, mounted gaming, vaulting, mounted and unmounted therapeutic activities and trail rides, being present at equestrian activities as an observer or other related activities, however slight to equestrian activities at events sponsored by and held at the DRR and/or by SHE, Inc., and riding in the surrounding area (collectively referred to as the **"Equine Activities"**). I hereby acknowledge that I am fully aware of the nature, purpose and risks of Equine Activities, and acknowledge that these Equine Activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these Equine Activities, on behalf of myself and my minor child or ward: (1) I hereby release, waive, discharge and covenant not to sue DRR or SHE, Inc., (including any person or entity who donates or permits DRR or SHE to use, borrow, lease or other utilize any horse or associated tack) and any owners, organizers, agents, officials, servants, employees, officers, volunteers thereof, (collectively referred to as **"Released Parties"**, all of whom are express intended third party beneficiaries of this document and the terms contained herein) from all liability to the undersigned or the undersigned's minor child or ward, their personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death, arising out of or related to the Equine Activities, whether caused by the negligence of the Released Parties or otherwise; (2) I hereby assume full responsibility for and risk of bodily injury, debts or property damage to me and or my child or ward, arising out of or related to Equine Activities, whether caused by the negligence of Releasees or otherwise; and (3) I further agree to defend, hold harmless, and keep indemnified the Released Parties from and against all claims, actions, costs, expenses and demands of any nature whatsoever in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in Equine Activities even if the same may have been contributed to or occasioned by the negligence or otherwise of the Released Parties. The undersigned further expressly agrees that the foregoing release or liability, waiver of liability and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns. _____ (Initial)