



## PARTICIPANT/PARENTAL/GUARDIAN CONSENT FORM

### Release of Liability

*There are times when illness or accident may occur and immediate surgical or medical attention is necessary. I/We hereby grant permission to Timber Ridge Ranch and Timber Ridge Farms Inc. to make arrangements for qualified surgical or medical attention for my child/ward in the event of an emergency without necessity of my prior approval. I/We understand that any cost will be my/our responsibility. I/We understand that I will be notified by the quickest means possible if this authority is exercised.*

Participants' Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

#### In case of emergency, please notify:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

#### Insurance Information

What medical coverage do you have for yourself or your child/ward?

MediCare  Private Insurance  No Insurance

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

#### Health Information (if none, please state)

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Chronic Health Problems: \_\_\_\_\_

Physical Limitations: \_\_\_\_\_

Does your child/ward require any special diet requirements (religious/other)?

\_\_\_\_\_  
\_\_\_\_\_

***All Participants and/or Parent/Legal Guardians must sign after reading this entire document.***

**REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE.** I, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all Timber Ridge Farms Inc. (hereinafter known as the "RANCH") activities including horse riding as a participant at THIS RANCH, and that if I ride a horse provided by THIS RANCH, I will do so for instruction and recreation purposes.

**AGREEMENT SCOPE, TERRITORY & DEFINITIONS.** This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of New York. This agreement is intended to be valid and binding at all times now and in the future when THIS RANCH permits me (directly or indirectly) to enter THIS RANCH'S property, be on THIS RANCH'S property, be near any horse, receiving riding, training instruction, and/or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of THIS RANCH'S property. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

**INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT:** Risks, conditions, and dangers are inherent in (meaning an integral part of horse/equine/animal activities/ranch activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over and equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this RANCH to list all possible risks for me.

**CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, I/WE AGREE THAT:** THIS RANCH is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way (e.g., thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting, a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape). I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS RANCH to list all possible conditions for me.

**SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor/attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

**PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT:** I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS RANCH that protective headgear/helmet, which meets/exceeds the quality standards of the ATSM/SEI certified equestrian helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS RANCH and/or its associates to provide a certified helmet for me or to check any headgear, helmet or strap that I may wear, or to monitor my compliance at any time now or in the future.

**PHOTO/VIDEO RELEASE I/WE:** release all rights to photos/videos taken of you or the above mentioned for future use by Timber Ridge Ranch or Timber Ridge Farms Inc., its staff and/or Board of Directors in ranch publications, videos, books, newsletters, promotional materials, etc.

**LIABILITY RELEASE I/WE AGREE THAT:** In consideration of THIS RANCH allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS RANCH, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS RANCH'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS RANCH'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS RANCH and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS RANCH, to include while riding, driving, training, handling, or otherwise being near horses owned by THIS RANCH, or in the care, custody or control of THIS RANCH, whether on or off the premises of THIS RANCH.

**SIGNER STATEMENT OF AWARENESS:** I/We, the undersigned, represent that I/we have read and do understand the foregoing agreements, liability release and assumption or risk agreements, I/we understand that by signing this document I am giving up rights to sue today and in the future. I/we attest that all facts are true and accurate. I am signing this while of sound mind and not under the influence of alcohol, drugs or intoxicants.

_____ Participant's Name (printed)	_____ Participant's Signature (anyone 13 yrs and older)	_____ Date
_____ Parent/Guardian's Name (printed)	_____ Parent/Guardian's Signature (for anyone under 18 yrs)	_____ Date