

# **R.T. S. Performance Horses Liability Release Form**

Mikala Jackson, Owner (605)786-7645

## **Serious injury may result from your participation in this activity**

A. Registration of participants and agreement warning: Under South Dakota Law, an Equine Professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section SDCL 42-11-1, South Dakota Revised Statutes.

**Purpose:** The following listed individual hereinafter known as PARTICIPANT, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse related activities on these premises today and on all future dates unless informed otherwise by the owner, Mikala Jackson.

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Participants Name:

Please include age (if under 21)

B. Agreement Scope and Definitions: This agreement shall be legally binding upon me the 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 South Dakota. Any disputes by the PARTICIPANT shall be litigated in and venue shall be in Rapid City, South Dakota. If any cause, phrase or word is in conflict with state law, then that single part is null and void. The term Horse herein shall refer to all equine. The term Horse Related Activities herein shall refer to a person who handles or comes near a horse from the ground or mounted. The term, ME or MY shall herein refer to the above PARTICIPANT and the parents or legal guardians thereof of a minor.

C. Activity Risk Classification: I understand that : According to NEISS ( National Electronic Injury Surveillance Systems or the United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. Hospitals. Related injuries can severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. Nature of Horses: I understand that: No horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster then a human. 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; changing directions or speed at will; shifting its weights; bucking, rearing, kicking, biting, or running from danger.

E. Condition of Nature: The OWNERS and INSTRUCTOR are NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, snow, ice, wind, and domestic animals, insects, reptiles, which may walk, run, fly near, bit and/or sting a horse or person; and irregular footing on an outdoor ungroomed or wild land which is subject to constant change in condition according to weather, temperature and natural or man-made changes in landscape.

F. Inspection of Premises: I understand that : the Participant or legal guardian has inspected the premises and is satisfied that the area is reasonably safe for Rider's Participant's intended purpose, usage and presence upon the premises.

G. Accident/ Medical and Personal Liability Insurance: I agree that: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company card will be displayed to the OWNERS or the INSTRUCTOR. Should my actions or that of my horse cause injury or damage of any kind I and/or my personal liability shall pay for such images. My personal liability insurance card shall be displayed to the instructor or is

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H. Liability Release: I agree that: In consideration of the instructor allowing my participation in this activity, under the terms set forth herein, the PARTICIPANT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge the OWNERS of premises and trails, the INSTRUCTOR, employees, and others acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the danger be known or unknown, anticipated or unanticipated, due to the instructors, and/or associates ordinary negligence; and I do further agree that except in the event of the instructors gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against the OWNER, INSTRUCTOR, or agents of properties, or those described herein, ad all other persons and organization in any way affiliated with the events, property, boarding, lessons, training, or any other activity described herein, their representatives, heirs, executors, administrators, and assigns as stated above in this clause, tony economic and non-economic losses due to bodily injury, death, and/or property damage, sustained by me handling, or otherwise being near horses owned or in the care, custody or control of the instructor or associates, whether on or off the premises. I also agree that: I shall take complete responsibility of my family/children/pets that may accompany me to a lesson and agree to all liability statements made above regarding said family/ children/ pets.

I. **I have read the above and agree to sign that I have done so. Please initial** \_\_\_\_\_.

II. **I have read the Policies and Procedures sheet provided. Pleased initial** \_\_\_\_\_.

**SIGNER STATEMENT OF AWARENESS I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATION TO THE APPLICANT ARE TRUE AND ACCURATE. All riders and parents or legal guardians of minors must sign below after reading this entire document.**

**Are there any medical conditions that we need to be aware of? ( YES / NO ) If so, please state ( this will be kept confidential)**

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Rider/ Participant (if minor parent must sign below)

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_ Address in full Home Phone Business phone/cell

Medical Notes: \_\_\_\_\_

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Emergency Contact Information: \_\_\_\_\_