

2016 PONY RIDE AGREEMENT AND LIABILITY RELEASE

GREENLAWN EQUESTRIAN CENTER ("GEC") 29 Wood Avenue, Greenlawn, NY 11740 (631) 456-1700

Rider Name: _____ **Gender:** M F **Birthdate:** _____
Last First MI (Circle One) MM / DD / YYYY

Mother: _____ **Father:** _____
Last First Last First

Address: _____
Street City State Zip

Home Phone: (_____) _____ **Mobile Phone:** (_____) _____

Email Address: _____
Please write clearly - we will not share your email with anyone!

Email- Include me on your email list to receive monthly newsletters, notification of events & special offers

Referred By: Existing Customer Internet Print Ad Social Buying Birthday Party Event
(circle one)

Name: _____ **Source:** _____

PLEASE READ CAREFULLY BEFORE SIGNING BELOW

- A. **AGREEMENT SCOPE, TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon registered RIDER 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 New York State and Suffolk County. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" shall refer to all equine species. The term "HORSEBACK RIDING" shall refer to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "RIDER" shall refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I" shall herein refer to the riding student or parent of the registered student.
- B. **ACTIVITY RISK CLASSIFICATION:** I understand horseback riding & pony rides, are classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, there are numerous obvious & non-obvious inherent risks present despite safety precautions.
- C. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I understand that GEC is 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, lightening, rain, wind, wild and domestic animals, insects, which may walk, run, or fly near or bite or sting a horse or person; and irregular footing on out-of-doors groomed or land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I have inspected GEC's facilities and/or the facilities at which pony rides are given and am satisfied that all conditions are reasonably safe for rider's intended purpose, usage, and presence upon GEC's premises.
- D. **ACCIDENT/MEDICAL INSURANCE:** I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
- E. **ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED:** Rider agrees to wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. It will be worn while riding and I do understand that the wearing of such headgear at these times may reduce the 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.
- F. **LIABILITY RELEASE:** I agree that in consideration of GEC allowing myself or my child's participation in this these riding activities, under the terms set forth herein, I, the rider or the parent, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge GEC, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, 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 GEC's and/or IT'S ASSOCIATES ordinary negligence; and I, the rider or the parent, do further agree that except in the event of GEC's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against GEC and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of GEC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of GEC, or participating in any of the school activities, whether on or off the premises of GEC.
- G. **PHOTO RELEASE:** I give my permission for GEC to use any photos or videos of me and/or my child(ren) for any print or online marketing material.

SIGNER STATEMENT OF AWARENESS: I, the undersigned, have read and do understand the foregoing agreements, warnings, release and assumption of risk.

Signature (if under 21 Parent MUST Sign)

Date

IMPORTANT: REMEMBER TO PLEASE SIGN FORM