



Dreamhaven Ranch Inc. Liability Release Form

2641 N. Haven Drive Eagle, Idaho 83616.

Equine Riding Instruction and/or Training Instruction and/or Participation in Other Stable Activities Agreement, Liability Release and Assumption of Risk Agreement

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

PARTICIPANT FIRST NAME: _____ LAST NAME: _____

Emergency Contact Info:

First Name: _____ Last Name: _____

Phone#: (_____) _____ - _____

Relationship to participant: _____

Medical Insurance Info:

My medical insurance company is _____

My policy number is _____

I do not carry medical insurance: _____

Safety Questions:

Does this participant have any physical or mental condition(s), which may affect his / her safety and ability to ride, participate in ground work horse training?

Yes No (Circle One)

If you circled "YES," how can we help them with their special needs?

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 Ranch activities including horse riding as a student, and that if I ride a horse provided by the Ranch, I will do so for instruction purposes.

AGREEMENT SCOPE AND TERRITORY AND 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 and county of this Ranch's physical location. This agreement is intended to be valid and binding at all times now and in the future when Dreamhaven Ranch permits me (directly or indirectly) to enter the Ranch property, be on the property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of this Ranch property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which this Ranch is physically located. 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/stable 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 risk and I agree to assume others not mentioned above. I am not relying on Dreamhaven Ranch to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES 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. **SOME EXAMPES ARE:** 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 out-or-door 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 mentioned not mentioned above. I am not relying on this stable to list all possible conditions for me. The participant and parent or legal guardian have inspected Dreamhaven Ranch facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon this Dreamhaven Ranch premises.

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 or 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 Dreamhaven Ranch Staff that protective headgear / 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 Dreamhaven Ranch and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I / WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company shall pay for ALL such incurred expenses.

Please check all that currently apply to this PARTICIPANT:

AGE 18 or older? ___
Under AGE 18? ___
Over 240 lbs? ___
Under 10 hours riding experience? ___
Over 10 hours riding experience? ___

PHOTO RELEASE I/WE RELEASE: release all rights to photos taken of you or the above mentioned for future use by Dreamhaven Ranch, its staff, founders, and/or Board of Directors in ranch publications, videos, books, newsletters, etc.

SAFETY AGREEMENT I/WE AGREE: to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings, while waiting for horse related or other activities, or while waiting for a participant.

LIABILITY RELEASE I / WE AGREE THAT: In consideration of Dreamhaven 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 Dreamhaven 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 Dreamhaven Ranch and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of gross negligence and / or willful and / or wanton misconduct by Dreamhaven Ranch, I shall not bring any claims, demands, legal actions and causes of action, against Dreamhaven Ranch or ITS ASSOCIATES as stated above in this clause, for any economic and non-economic 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 otherwise being near horses owned by me or owned by Dreamhaven Ranch, or in the care, custody or control of Dreamhaven Ranch, whether on or off the Ranch premises, but not limited to being on the Ranch premises.

All Participants and/OR Legal Guardians* must sign below after reading this entire document.

IDAHO CODE

CODE OF CIVIL PROCEDURE

TITLE 6. ACTIONS IN PARTICULAR CASES

CHAPTER 18. EQUINE ACTIVITIES IMMUNITY ACT

Idaho Code § 6-1801 (1994)

§ 6-1801. Definitions As used in this chapter:

(1) "Engages in an equine activity" means a person who rides, trains, drives or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive or ride as a passenger upon an equine.

(2) "Equine" means a horse, pony, mule, donkey or hinny.

(3) "Equine activity" means:

(a) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three (3) day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games, and hunting;

(b) Equine training and/or teaching activities;

(c) Boarding equines;

(d) Riding, inspecting or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine; and

(e) Rides, trips, hunts or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(4) "Equine activity sponsor" means an individual, group or club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes or provides the facilities for an equine activity including, but not limited to, pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs, and operators, instructors and promoters of equine facilities including, but not limited to, stables, clubhouses, ponyride strings, fairs and arenas at which the activity is held.

(5) "Equine professional" means a person engaged for compensation in:

(a) Instructing a participant or renting to a participant an equine for the purpose of riding, driving or being a passenger upon the equine; or

(b) Renting equipment or tack to a participant.

(6) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 6-1802. Limitation of liability on equine activities

(1) Except as provided in subsections (2) and (3) of this section, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant engaged in an equine activity and, except as provided in subsections (2) and (3) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.

(2) The provisions of this chapter do not apply to the horse or mule racing industry as regulated in chapter 25, title 54, Idaho Code.

(3) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional:

(a) If the equine activity sponsor or the equine professional:

(i) Provided the equipment or tack and the equipment or tack caused the injury; or

(ii) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and to determine the ability of the participant to safely manage the particular equine;

(iii) Owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted;

(iv) Commit an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;

(v) Intentionally injures the participant;

(b) Under liability provisions as set forth in the products liability laws; or

(c) Under the liability provisions set forth in chapter 9, title 6, Idaho Code.

HISTORY: I.C., § 6-1802, as added by 1990, ch. 40, § 1, p. 61.

PLEASE COMPLETE THIS SECTION JUST ONCE PER FAMILY IF ALL MEMBERS RESIDE AT THE SAME ADDRESS.
If members live at separate locations, please fill out ONE PER RESIDENCE. Thank You!

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____ - _____

EMAIL ADDRESS: _____

A PLEASE DO NOT SEND US YOUR MONTHLY E-MAIL UPDATES. ____

A PLEASE DO NOT SEND US YOUR QUARTERLY NEWSLETTER. ____

FAMILY MEMBERS' NAMES DATE OF BIRTH
(REQUIRED FOR YOUTH ONLY)

ADULT: _____

YOUTH: _____

ADULT: _____

YOUTH: _____

YOUTH: _____

YOUTH: _____

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 SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature of Participant (required for anyone 13 and over) Date

Signature of Legal Guardian* (required for anyone under 18) Date

*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal."