

**ALL AREAS PRINTED IN RED MUST BE FILLED OUT!!!!!!!!!!!!!!
EVEN IF YOU ARE RIDING/VISITING ONLY ONE TIME HERE!!!!!!!!!!!!!!**

**Please Check: Are you a Guest? _____ of who? _____
Are you a Riding Student? _____**

Gale's Riding and Instruction Agreement and Horse Stable Liability Release

**For the Persons Named _____
Age of Person (if under 18) _____**

**Please read carefully before signing.
Serious injury may result from participation in this activity.
Gale's nor its agents guarantee your safety.**

The "Safety in Agricultural Tourism Act", now part of the New York's General Obligations Law, provides that owners and operators of agricultural tourism areas shall not be liable for an injury to or death of a visitor if the provisions of the General Obligations Law Section 19-303 (1)(a) – (e) are met.

In addition, under NYS Law, an equine professional or equine activity sponsor is not liable for injury to, or the death of, a participant in equine activities resulting in equine activities resulting from the inherent risks of equine activities, pursuant to section 18-404 of the General Obligations Law.

The dangers include riders falling or being thrown from the horse, horses which are bad-tempered, becoming startled or frightened by other activity, stumbling, tripping or slipping either because of inattention or because of unevenness in the ground, which, in a horse ring or elsewhere is unavoidable. The horse may also bite, kick or step upon riders or those in the immediate vicinity. In addition to the foregoing examples, there are numerous other dangers of injury and personal property damage to be expected. **The undersigned acknowledges that he/she has read the Facility Rules and Operations & Procedures Manual, copy available at the barn or at www.galesequinefacility.com, governing activities at Gale's and agrees to abide by all such rules and procedures. The undersigned assumes the risks of personal injuries and personal property damage which may result to him/her or his/her family members as a result of being at Gale's Equine Facility and/or engaging in horseback riding, or other horse related activity, including barn chores, and including any advice or instruction at Gale's and shows off the premises, and from any and all activities that may occur at Gale's and hereby release and discharges Gale Wolfe and any other instructor at Gale's, the stable Gale's, its owners, agents, coop members and employees and agrees to hold them harmless from any claims, debts, demands and causes of action which he/she, or any family member, may have on account of personal injuries or property damage sustained while horseback riding and/or engagement of any and all other activities related thereto including but not limited to barn chores and horse care activities.**

I/We, for myself and on behalf of my child(ren) and/or legal ward(s), have been offered protective headgear (riding helmet) by the stable, Gale's and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent, or reduce the severity of some head injuries, and even prevent death happening as a result of a fall or other occurrence. **I/We acknowledge that I/We are responsible for the correct fit of a riding helmet on our head or that of our child. I/We further acknowledge that before or upon learning to canter, riders must procure their own personal ASTM approved riding helmet. _____ initial**

By reading this release, I/We, for myself and on behalf of my child(ren) and/or legal ward(s) have been made aware that properly fitted equestrian body protection, including but not limited to gloves, boots, half-chaps and equestrian body protection vests, while mounting, riding, dismounting and otherwise being around horses, may prevent, or reduce the severity of some injuries, and even prevent death happening as result of a fall or other occurrence. and that I/We take responsibility for the procurement and use of these safety items.

_____ **initial**

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I/We agree that the rider(s) so named in this agreement has no physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride or to be around horses in anyway.

I/We agree that should medical treatment be required, I and/or my own accidental/medical insurance shall pay for all such incurred expenses. _____ initial.

In consideration of the stable, Gale's, allowing my participation, or that of my child's, in this horse activity, under the terms set forth herein, I, the rider, and/or the parent or legal guardian thereof, if a minor, do agree to hold harmless and release Gale's, its owners, agents, employees, coop member, insurers and affiliated organization from legal liability due to the stable, Gale's, ordinary negligence, and I do further agree that except in the event of the stable, Gale's, gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against the stable Gale's and its 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 (children) or legal ward, in relation to the premises and operations of the stable, Gale's, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the stable, Gale's.

The undersigned acknowledges that he/she is familiar with horses, horse barns and horseback riding and knows that involvement with horses and activities in barns are inherently dangerous activities from which serious personal injuries may result.

I further agree and understand that this release applies not only to myself, but to all my family and children under the age of 18 that may be exposed to horses and horse activities during any participation at the stable.

All riders (18 years of age and over) and BOTH parents of all riders under the age of 18 years must sign below after reading this entire agreement.

Signer statement of awareness: "I/We, the undersigned have read and do understand the foregoing agreement and liability release".

EFFECTIVE DATE _____ and henceforth.

signature of rider if over 18 years **Printed Name** _____

signature of 1st parent or guardian or spouse **Printed Name** _____

signature of 2nd parent or guardian **Printed Name** _____

Address is full:

Phone #'s

home/cell _____

emergency _____

email _____