

**Destiny Youth Ranch
Hereinafter Known As "STABLE"
Alvord, IA 51230**

**PLEASE FILL OUT ONE FORM PER INDIVIDUAL VISITING THE STABLE.
PRINT CLEARLY. (4 total pages)**

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

READ CAREFULLY BEFORE SIGNING:

FIRST NAME: _____ LAST NAME: _____

Weight: _____ Height: _____ Date Of Birth: _____

CHECK ALL THAT CURRENTLY APPLY TO THIS PARTICIPANT

- AGE 18 OR OLDER**
- UNDER AGE 18**
- UNDER 10 HOURS RIDING EXPERIENCE**
- OVER 10 HOURS RIDING EXPERIENCE**

EMERGENCY CONTACT INFO:

FIRST NAME: _____ LAST NAME: _____

PHONE #: (_____) _____ - _____ or (_____) _____ - _____

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, DRIVE,
AND/OR TRAIN A HORSE? DO THEY STRUGGLE WITH FOLLOWING
DIRECTION?**

YES or 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 STABLE ACTIVITIES INCLUDING HORSE RIDING AS A STUDENT OF THIS STABLE, AND THAT IF I RIDE A HORSE PROVIDED BY THIS STABLE, 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 STABLE'S PHYSICAL LOCATION. THIS AGREEMENT IS INTENDED TO BE VALID AND BINDING AT ALL TIMES NOW AND IN THE FUTURE WHEN THIS STABLE PERMITS ME (DIRECTLY OR INDIRECTLY) TO ENTER THIS STABLE'S PROPERTY, BE ON THIS STABLE'S 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 STABLE'S PROPERTY. ANY DISPUTES BY THE PARTICIPANT SHALL BE LITIGATED IN, AND VENUE SHALL BE THE COUNTY IN WHICH THIS STABLE 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" HERIN SHALL REFER TO ALL EQUINE SPECIES. THETERMS "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 THE HORSE/EQUINE/ANIMAL ACTIVITIES/STABLE ACTIVITIES, REGARDLESS OF ALL FEASIBLE SAFETY MEASURES WHICH CAN BE TAKEN, AND I AGREE TO ASSUME THEM. A NUMBER OF INHERENT RISKS ARE ASSOCIATED WITH A DOMESTICATED ANIMAL ACTIVITY. A DOMESTICATED ANIMAL MAY BEHAVE IN A MANNER THAT RESULTS IN DAMAGES TO PROPERTY OR AN INJURY OR DEATH TO A PERSON. RISKS ASSOCIATED WITH THE ACTIVITY MAY INCLUDE INJURIES CAUSED BY BUCKING, BITING, STUMBLING, REARING, TRAMPLING, SCRATCHING, PECKING, FALLING, OR BUTTING.

THE DOMESTICATED ANIMAL MAY REACT UNPREDICTABLY TO CONDITIONS, INCLUDING, BUT NOT LIMITED TO, A SUDDEN MOVEMENT, LOUD NOISE, AN UNFAMILIAR ENVIRONMENT, OR THE INTRODUCTION OF UNFAMILIAR PERSONS, ANIMALS, OR OBJECTS.

THE DOMESTICATED ANIMAL MAY ALSO REACT IN A DANGEROUS MANNER WHEN A CONDITION OR TREATMENT IS CONSIDERED HAZARDOUS TO THE WELFARE OF THE ANIMAL; A COLLISION OCCURS WITH AN OBJECT OR ANIMAL; OR A PARTICIPANT FAILS TO EXERCISE REASONABLE CARE, TAKE ADEQUATE PRECAUTIONS, OR USE ADEQUATE CONTROL WHEN ENGAGING IN A DOMESTICATED ANIMAL ACTIVITY, INCLUDING FAILING TO MAINTAIN REASONABLE CONTROL OF THE ANIMAL OR FAILING TO ACT IN A MANNER CONSISTENT WITH THE PERSON'S ABILITIES.

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 STABLE 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 STABLE IS NOT RESPONSIBLE FOR TOTAL OR PARTIAL ACTS, OCCURRENCES, OR ELEMENTS OF NATURE 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 EXAMPLES 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 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 STABLE TO LIST ALL POSSIBLE CONDITIONS FOR ME. THE PARTICIPANT AND PARENT OR LEGAL GUARDIAN HAVE INSPECTED THIS STABLE'S FACILITIES AND ARE SATISFIED THAT ALL PREMISE CONDITIONS ARE REASONABLY SAFE FOR THIS PARTICIPANT'S INTENDED PURPOSE, USAGE, AND PRESENCE UPON THIS STABLE'S 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 HEAD GEAR/HELMET WARNING; I AGREE THAT:

I FOR MYSELF AND ON BEHALF OF MY CHILD AND/OR LEGAL WARD HAVE BEEN FULLY WARNED AND ADVISED BY THIS STABLE THAT PROTECTIVE HEADGEAR/HELMET, WHICH MEETS OR EXCEEDS THE QUALITY STANDARDS OF THE SEI CERTIFIED ASTM STANDARD F 1163 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 STABLE 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.

WARNING:

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

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.

PHOTO/VIDEO RELEASE; I/WE RELEASE:

ALL RIGHTS TO PHOTOS/VIDEOS TAKEN OF YOU OR THE ABOVE MENTIONED FOR FUTURE USE ON THE STABLE WEBSITE (WWW.DESTINYOUTHTRANCH.COM), NEWSLETTERS, BOOKS, & FOR ANY OTHER ADVERTISING PURPOSES.

SAFETY AGREEMENT; I/WE AGREE:

TO STAY OUT OF ALL BARN, PADDocks, CORALS, 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 THIS STABLE 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 STABLE, 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 STABLE'S AND/OR ITS ASSOCIATE'S ORDINARY NEGLIGENCE OR LEGAL LIABILITY; AND I DO FURTHER AGREE THAT EXCEPT IN THE EVENT OF THIS STABLE'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 STABLE AND 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 OPERATIONS OF THIS STABLE, TO INCLUDE WHILE RIDING, DRIVING, TRAINING, HANDLING, OR OTHERWISE BEING NEAR HORSES OWNED BY ME OR OWNED BY THIS STABLE, OR IN THE CARE, CUSTODY, OR CONTROL OF THIS STABLE, WHETHER ON OR OFF THE PREMISES OF THIS STABLE, BUT NOT LIMITED TO BEING ON THIS STABLE'S PREMISIS.

ALL PARTICIPANTS AND/OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

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."

Application is valid until the first of the new year. If you signed this form in 2013 and would like to visit 'the stable' in 2014 for a camp, riding lesson, or to volunteer you will need to fill out a new form for that year.

Destiny Youth Ranch . Alvord, IA . 51230 . 605-553-7422