

**Silver Creek Stables Riding Center, Ilc./Sandy Root
Confidential Participant Risk/Release Form**

3160 Waynesville Jamestown Rd • Xenia, Ohio 45385 • (937) 478-6431

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE

I, the following listed individual, and the parents or legal guardians there of if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and / or riding lessons and outfitter services provided by Silver Creek Stables Trail Riding Center, Ilc./Sandy Root. I/We understand that horseback riding is an inherently dangerous activity and that danger is always present in such an activity despite all safety precautions.

Helmets and long pants should be worn when riding, as well as protective, close-toed shoes.

NAME _____			
ADDRESS _____	CITY _____	STATE _____	ZIP _____
PHONE (DAY) _____	PHONE (EVE) _____		
AGE IF UNDER 18 _____			
Does participant have any physical or mental condition(s), which may affect his / her ability to ride a horse? YES NO (Circle One)			
MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance shall pay for ALL such incurred expenses.			
My medical insurance company is _____			

Risk Waiver & Release PLEASE READ CAREFULLY

I/We understand that horseback riding is an inherently dangerous activity and that danger is always present in such an activity despite all safety precautions.

Under Ohio law, horseback riding is deemed to carry inherent and unavoidable risks with it, and Silver Creek Stables Riding Center Ilc./Sandy Root is immune from liability for injuries and damages arising from those inherent risks. According to the Ohio Revised Code Section 2305.321, the inherent risks of horseback riding include, but are not limited to: “

- (a) The propensity of an equine [i.e., the horse] to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- (b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- (c) Hazards, including, but not limited to, surface or subsurface conditions;
- (d) A collision with another equine, another animal, a person, or an object;
- (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.”

I understand that if I have questions about these risks, I have the opportunity to ask those questions before signing this Risk Waiver & Release.

By Signing this Risk Waiver & Release, I fully accept these risks.

I further understand that, upon mounting a horse and taking up the reins, the rider is the primary control of the horse. If the rider falls from a horse to the ground, the rider will fall from 3.5 to 5 feet, possibly resulting in injury, disability, or even death to the rider.

I understand this risk, and by signing this Risk Waiver & Release, I fully accept such risk.

In exchange for permission to participate in Silver Creek Stables Riding Center, llc./Sandy Root programs, specifically including horseback riding, and in addition to any payment made to Silver Creek Stables Riding Center, llc./Sandy Root, on behalf of myself (and my child/ward) I agree to, and do hereby waive any and all claims against, and fully release, hold harmless, and indemnify, the Silver Creek Stables Riding Center, llc./Sandy Root, its directors, officers, employees, agents, and volunteers from any and all claims related to any illness, injury (including loss of life), property damage, or any other loss which I (or my child/ward) may sustain arising out of, or in any way related to my (or my child's/ward's) participation in Silver Creek Stables Riding Center, llc./Sandy Root' programs.

Alcohol and Drugs Prohibited: I understand and acknowledge that alcohol consumption or consumption of drugs of abuse aren't permitted in public places, nor are alcoholic beverages or drugs of abuse permitted on the premises of Silver Creek Stables Riding Center, LLC. I further agree that I will not bring any alcohol or drugs of abuse onto the premises of Silver Creek Stables Riding Center, LLC nor will I consume any alcoholic beverages or drugs of abuse of any kind while participating in activity at the premises of Silver Creek Stables Riding Center, LLC

Consent to Treat:

In the event of injury or illness, I authorize (on behalf of myself or my child/ward) Silver Creek Stables Riding Center, llc./Sandy Root, to obtain first aid and/or medical treatment at the nearest and most adequate facility of Silver Creek Stables Riding Center llc./Sandy Root, choice. This release is completed and signed of my own free will and with the sole purpose of authorizing medical treatment under emergency circumstances for myself, or in my absence, for the minor child/ward listed.

Photo Release:

I authorize Silver Creek Stables Riding Center, llc./Sandy Root, to publish, in print, electronic, or video format, the likeness or image of myself or my child/ward, without limitation.

I, the undersigned, represent that I have read and do understand the foregoing Agreement, Liability Release and Assumption of Risk Agreement. I understand that by signing this agreement I am giving up all rights to sue Silver Creek Stables Riding Center, llc / Sandy Root today or in the future. I am signing this while in sound mind and not suffering from shock or under the influence of alcohol, drugs or intoxicants.

Signature: _____ **Date:** _____

(If participant is a minor, the parent(s)/guardian(s) must sign.)

Print Name: _____

Relationship to participant if under 18: _____

Emergency Contact: _____ **Phone:** _____

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Silver Creek Stables Riding Center, Ilc./Sandy Root
Protective Head Gear/Helmet Acceptance or Refussal Selection

Protective Head Gear/Helmets Selection or Refussal for Riders over 18

I understand and agree that Silver Creek Stables Riding Center, Ilc. requires riders to wear ASTM Standard F 1163 Protective Headgear/ Helmet according to the following requirements.

PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING:

I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by Silver Creek Stables 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, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet 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.

I / WE ACKNOWLEDGE THAT: Silver Creek Stables has offered me, and my child and / or legal ward if applicable, protective headgear/ helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet.

I / WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. I am not relying on Silver Creek Stables and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time nor or in the future.

Protective Head Gear/ Helmet Acceptance

I understand and agree to wear protective head gear/helmet which Silver Creek Stables provides and I will be solely responsible for securing the head gear/helmet on the participant's head.

Protective Head Gear/ Helmet Refussal

I refuse for this participant to wear any type of protective headgear / helmet and / or will provide my own. I assume full responsibility for my safety in this decision.

Signature: _____ **Date:** _____

Print Name: _____