HORSE RIDING AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT FOR INDIVIDUALS ON NON-OWNED PREMISES

Jump Start Horse Show at

Creekside Equestrian Center

Sara and Patrick Kirby, hereinafter known as "THIS STABLE".

4650 W. 9600 S. Payson, UT 84651

READ CAREFULLY AND COMPLETE ALL SECTIONs BEFORE SIGNING

REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor do hereby request and agree to participate in horse riding on THIS STABLE'S premises during the Jump Start Horse Show.

RIDER NAME (Age if under 18)

_____

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.

My medical insurance company is _____ My policy number is _____

or I do not carry medical insurance (circle if applicable).

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, 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, receive instruction and / or guidance from its associates and / or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and the venue shall be the county in which THIS STABLE is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY", shall herein refer to the above registered student 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, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks 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 animal; 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 an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (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 risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

MOVEMENTS WARNING I/WE ACKNOWLEDGE THAT: THIS STABLE 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.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND movements 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, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-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 not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.

PROTECTIVE HEADGEAR/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 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, 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.

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 registered rider, 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, agenets, employees, officers, directors, representatives, assigns, members, owners of premeises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability; and I do whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willfull 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, or in the care, custody or control of THIS STABLE or owned by any other party that is visiting THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.f

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.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. 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 OR INTOXICANTS. All Riders and Parents or Legal Guardians must sign below after reading this entire document:

_____

SIGNATURE OF RIDER (SPOUSES MUST SIGN FOR THEMSELVES) DATE

_____

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #1 DATE

_____

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2 DATE

_____

ADDRESS IN FULL

_____

HOME PHONE # ALTERNATE PHONE #

_____

EMAIL ADDRESS

_____

PERSON TO CONTACT IN CASE OF EMERGENCY RELATIONSHIP TO RIDER PHONE NUMBER