

# HORSE ACTIVITIES COME WITH THESE WARNINGS

## LEGACY EQUESTRIAN CENTER, LLC.

Name of Stable or Party Providing These Warnings

5940 Newhouse Road, East Amherst, New York 14051

Address of Warnings Provider

### SECTION I. DEFINITIONS

The term "HORSE" herein shall refer to all equine species. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the recipient listed on page 2 of this form and the parents or legal guardians thereof if a minor.

*THE RECIPIENT(S) OF THIS FORM IS/ARE HEREBY WARNED AS FOLLOWS:*

### SECTION II. PROTECTIVE ATTIRE

- A. **Protective Head Gear:** Each horse handler should consider purchasing and wearing properly fitted and secured protective headgear (equestrian riding helmet), which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163. Wearing of such headgear while driving, mounting, riding, dismounting and being near horses, may reduce severity of some of the wearer's head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences.
- B. **Foot Protection:** Horse handlers, riders and drivers should wear hard, smooth, full-soled boots or shoes that cover the ankle and have at least 1 inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Wearing soft socks provide additional protection against chafing and allows for easier removal of the foot from the boot.
- C. **Clothing:** Horse handlers, riders and drivers should wear ankle length, flexible or moderately loose fitting pants to protect legs, and riders should also consider wearing equestrian pants, breeches or jodhpurs which have leather inner knee/calf patches, or chaps, or other leggings that provide inner leg grip and added stability in the saddle.

### SECTION III. INHERENT RISKS

**Nature Of The Horse:** Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. 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 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having 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; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, falling, biting, kicking or running from what it perceives as danger.

### SECTION IV. WHEN CAN A CHILD RIDE A HORSE?

- A. The child should have the following:
- ❖ A strong desire to ride;
  - ❖ Muscle strength to hold proper position in the saddle;
  - ❖ The balance to remain on the horse;
  - ❖ The ability to understand instructions and follow directions;
  - ❖ Sufficient attention span for instruction; and
  - ❖ Neck muscles strong enough to support fitted, approved, protective headgear.



**HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM  
FOR INDIVIDUALS RIDING THEIR OWN ANIMALS ON NON-OWNED PREMISES**

This form must be completed by and for each participant

**LEGACY EQUESTRIAN CENTER, LLC**

PREMISES OWNERS NAME, hereinafter known as "THIS STABLE".

LOCATION OR ADDRESS 5940 Newhouse Road, East Amherst, New York 14051

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.  
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.**

- A. **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 voluntarily request and agree to participate in horse riding on THIS STABLE'S premises, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

| RIDER NAME | AGE (If Under 21) |
|------------|-------------------|
| 1.         | _____             |

- B. **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, estate, assigns, including 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. Any disputes by the RIDER shall be litigated in and 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 term "HORSE" hereinafter shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein after shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.
- C. **ACTIVITY RISK CLASSIFICATION** I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. **NATURE OF RIDING HORSES** I UNDERSTAND THAT: No horse is a completely safe horse. 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 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (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; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.
- E. **RIDER RESPONSIBILITY** I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard a moving animal. The RIDER shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.
- F. **CONDITIONS OF NATURE** THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature 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, fly near, bite and/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.
- G. **INSPECTION OF PREMISES** I UNDERSTAND THAT: RIDER has inspected THIS STABLE'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.
- H. **ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE** I AGREE THAT: Should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_. Should my actions or that of my horse cause injury or damage to any kind I and/or my own personal liability shall pay for such damages. My personal liability insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_.
- I. **PROTECTIVE HEADGEAR 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 which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these time 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.
- J. **LIABILITY RELEASE** I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, 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 its behalf (hereinafter, 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 ASSOCIATES' ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross negligence and willful and 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, death, 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, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE.

**All Riders and Parents or Legal Guardians must sign below after reading this entire document:**

|   |
|---|
| <p><b>SIGNER STATEMENT OF AWARENESS</b><br/>I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.</p> |
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\_\_\_\_\_  
SIGNATURE OF RIDER MINORS (under 21) must sign for themselves. DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE #1 DATE \_\_\_\_\_  
for \_\_\_\_\_ NAME (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE #2 DATE \_\_\_\_\_  
for \_\_\_\_\_ NAME (PLEASE PRINT)

Address in full: \_\_\_\_\_ Home Phone#: \_\_\_\_\_

\_\_\_\_\_  
Bus. Phone#: \_\_\_\_\_

2018 LEGACY EQUESTRIAN CENTER  
**SUMMER CAMP APPLICATION**

5940 NEWHOUSE ROAD | EAST AMHERST, NY 14051 | 716.276.8947

Camper's Name: \_\_\_\_\_

Age: \_\_\_\_\_ Experience (beginners are welcome!): \_\_\_\_\_

Parent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Allergies: \_\_\_\_\_

T-shirt Size (please indicate Youth S-L or Adult, XS-XXXL) \_\_\_\_\_

**CHECK ONE:**

All Day Camp \$410/Week

Half Day Camp \$300/Week

Requested Session Dates: \_\_\_\_\_

★ A \$50 non-refundable deposit is required with the application and release forms.  
The remainder is due at the start of the first day of selected session.

★ Please make checks payable to: **Legacy Equestrian Center**

**Please mail application and deposit to:**

Legacy Equestrian Center  
2150 Wehrle Drive, Suite 400  
Williamsville, NY 14221



[www.TheLegacyEquestrianCenter.com](http://www.TheLegacyEquestrianCenter.com)