



## Participant Liability Release Form

For valuable consideration the receipt and legal sufficiency of which is acknowledged, I agree with Windhorse Equine Learning, as a condition for allowing me, and the other persons identified below, to enter the property where equine services are provided, and/or to ride or be near horses on that premises.

NAME OF CONTRACTING PARTY: \_\_\_\_\_

NAME OF PARTICIPANT (If Minor): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE:(HOME)\_\_\_\_\_ (CELL)\_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this agreement.) This agreement is binding whenever WINDHORSE, now or in the future, permits me to enter the property WINDHORSE operates out of, to be near horses, and/or ride horses on, near, or off of property.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises and/or ride horses on, near, or off the property where WINDHORSE operates.
2. I understand that anyone riding or being near to horses (equines) can suffer bodily and other injuries and that there are inherent risks of equine activities, which include but are not limited to the following:
  - a. the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around it;
  - b. the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people, or other animals;
  - c. hazards such as surface or subsurface conditions, collisions with other equine or objects, and many others.

Horses are known to kick, buck, rear, bite, run, or spook. I know that any horse can do these things without warning. I understand these and other inherent risks and dangers, and I voluntarily agree to assume them.

1. I am fully responsibly for my own safety while on, near, or off of the property where WINDHORSE operates. I understand that WINDHORSE has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrences.
2. I hereby state that I am physically able to undertake all riding/horse/volunteer orientated activities and I have presented WINDHORSE with a medical statement indicating physician's approval if any medical condition(s) do exist. I also state that I will participant in these activities at my own risk.

### LIABILITY RELEASE:

I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near, or off of the property where WINDHORSE operates as well as when riding horses, on, near, or off of said property. By the term, 'damages', I mean, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, or my heirs, administrators, personal representatives, or assigns release and discharge WINDHORSE, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future),

whether the sums be known or unknown, anticipated or unanticipated, resulting from or arising out of me or my guest's bodily injury or damage that may be sustained or property damage which may occur as a result of my being on, near, or off of the premises of WINDHORSE equine services (unless WINDHORSE caused the injury, damage or loss intentionally or in reckless disregard for my safety).

#### **INDEMNIFICATION:**

I also hereby agree to indemnify and hold harmless WINDHORSE, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf against all damages sustained or suffered by any third person(s) (people who are not parties to this agreement, including, but not limited to, my relatives, guests, etc.) including any and all injuries or damages whatsoever that I may cause while being on the premises of WINDHORSE equine services, riding or near horses around the property where WINDHORSE operates, and /or riding horses off and on the property where WINDHORSE operates. This indemnification shall also include reasonable attorney fees and costs. I have read this agreement, and had an opportunity to seek independent legal advice prior to signing this agreement and liability release.

I represent that I am and will be at all times while on or near the property where WINDHORSE operates, covered by accident, and/or medical insurance or I have sufficient funds to cover my medical expenses. My insurance company is: Policy Number: Montana law shall govern this agreement. Should any clause conflict with state law, that clause will be null and void and the remainder of the Agreement and Liability Release shall remain in effect.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signed Name of Parent/Guardian

\_\_\_\_\_  
Date

#### **MEDIA RELEASE FORM**

Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Male ☐ Female ☐

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to Windhorse Equine Learning to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending Windhorse activities. I further agree that Windhorse may transfer, use or cause to be used, these photographs, videotapes or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television and internet (including YouTube, Facebook and other social media) without limitations or reservations.

X \_\_\_\_\_

Signature of Participant

\_\_\_\_\_  
Date

X \_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_  
Date

# Montana Code Annotated 2011

- 27-1-727. Equine activity liability limitations.** (1) Except as provided in subsections (2) and (3), an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.
- (2) An equine participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities.
- (3) Subsection (1) does not apply:
- (a) if the equine activity sponsor or the equine professional:
    - (i) provided the equipment or tack and the equipment or tack caused the injury because the equine activity sponsor or equine professional failed to reasonably and prudently inspect or maintain the equipment;
    - (ii) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely engage in the equine activity and the participant's ability to safely manage the particular equine based on the participant's representations as to the participant's ability;
    - (iii) owned, leased, rented, or otherwise was in lawful possession and control of the land or facilities upon which the participant sustained injuries caused by a dangerous latent condition that was known or should have been known to the equine activity sponsor or the equine professional;
    - (iv) committed an act or omission that constituted willful or wanton disregard for the safety of the participant and the act or omission caused the injury; or
    - (v) intentionally injured the participant; or
  - (b) in a products liability action.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signed Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signed Name of Parent/Guardian

\_\_\_\_\_  
Date