

### Hope Rides Agreement & Release from Liability Form

This agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (participant if 18 or parent/guardian), who resides at \_\_\_\_\_ (street address, city, state, zip) hereafter referred to as "I" and Hope Rides at 12801 Do Little Drive Minnetonka MN 55305.

Full Name(s) of individuals requesting involvement with Hope Rides - if under age or guardianship. (participants, volunteers, visitors, spectators)

- |    |       |            |           |
|----|-------|------------|-----------|
| 1. | _____ | Age. _____ | DOB _____ |
| 2. | _____ | Age. _____ | DOB _____ |
| 3. | _____ | Age. _____ | DOB _____ |
| 4. | _____ | Age. _____ | DOB _____ |

#### RELEASE OF LIABILITY AND HOLD HARMLESS

---WARNING---

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND CLOSE PROXIMITY TO HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS AND THAT THEY MAY RUN, BITE, BUCK, OR KICK. I UNDERSTANT THAT HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS AND MAY REACT UNPREDICTABLY AND THAT THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. I UNDERSTAND THAT RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.

All parts of this agreement shall apply to me and the minors listed below and shall be valid and binding at all times, now and in the future, when I am on the premises of Shadow Creek Stable, Equine Haven, Hollywood Stables or at any location associated to Hope Rides for any purpose related to or in conjunction with Hope Rides events, activities, field trips, or programming related items.

#### It is hereby agreed to as follows:

1. That I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request to participate in riding and horse related activities and instruction as a visitor, participant, student or volunteer with Hope Rides at Site locations of Shadow Creek Stable, Equine Haven and Hollywood Stables as well as any other remote locations associated to Hope Rides programming, events and activities.
2. Assumption of Risk and Waiver and Release: That I, the parent or legal guardian or adult volunteer, understand that horses are unpredictable by nature; that when frightened, angry or under stress, a horse's natural instinct is to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front or to bite; that horses are extremely powerful ; and that if a student or volunteer falls to the ground or gets in the way of a frightened horse, that damaging injury can result. I acknowledge and understand these risks and I voluntarily assume these risks and dangers. I hereby represent that I am capable of using and being in close promimity to horse and their environment. I further represent that I am competent and capale to participate in the activities that I will be participating in. I agree to personally and fully assume the risks associated with my presence and participation at Hope Rides and any establishments

associated to Hope Rides programs, events and activities. Therefore, I hereby release, waive, and forever discharge Hope Rides and any site locations associated with Hope Rides programs, its owners, share holders, employees, agents, officers, and directors from any and every claim, demand, action or right of action, of whatever kind of nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting during my presence or involvement with Hope Rides while at any site locations associated to Hope Rides programs, events or activities, whether or not such injury, property damage or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death or property damage, during my presence or involvement of any kind with Hope Rides. I hold Hope Rides and all locations associated to Hope Rides programs, events and activities and its owners, shareholders, employees, agents, officers, and directors harmless for any liability therefore. Hope Rides conducts regular scheduled programming at events at three site locations. They include Shadow Creek Stables in Forest Lake MN, Equine Haven in Stacy MN, Hollywood Stables in Mayer MN as well as a host of other locations that we visit during programming for education and learning purposes.) In signing this you are acknowledging that while associated to programming, any event, activity or premise that Hope Rides may visit for the purpose of programming that you release any and all of these locations, owners, shareholders, employees, agents and officers and directors harmless for any liability thereafter and forever.

3. Helmet use: That I have been advised that participant(s) are to wear an equestrian ASTM/SEI certified helmet (provided) when around and working with the horses or in barn and that neither Hope Rides, Shadow Creek Stable or Equine Haven or any of its assistants or agents can guarantee the suitability of any helmet provided.
4. Attire: That I have been advised that participant(s) are to wear protective clothing such as long pants and closed-toed shoes that cover and protect the entire foot.
5. Insurance: That the participant(s) is currently covered by accident-medical insurance and will remain insured for the duration of all instruction while participating with Hope Rides.

Name of Insurance Company \_\_\_\_\_  
Insurance Policy Number \_\_\_\_\_

That I further understand that should any medical treatment be required, the current insurance number here listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.

6. That this agreement is entered into in the state of Minnesota and will be interpreted and enforced under the laws of that state.
7. Knowing and Voluntary Execution: Upon the signing of this agreement, the student (if 18) and parent/legal guardian acknowledges that he/she has read or has had their legal guardian explain the content provided here and agrees to be bound to the contents of this agreement.
8. Photography, Film and testimonials: I as legal guardian of named participants or myself, give permission to Hope Rides to use any pictures, film footage, or testimonials acquired during Hope Rides events for Hope Rides public relations & marketing usage.
9. Transportation: I, as legal guardian of named participants or myself, understand that as part of programming at Hope Rides participants will have the opportunity to go on field trips & I give permission to Hope Rides to transport me or my child to & from field trips, programming or Hope Rides events. I understand the risks of allowing my child to ride in a motorized vehicle & assume full responsibility for any & all bodily injury, losses, or

damages that may occur to the above named participant(s). In doing so I release all & any Hope Rides related program locations, owners, shareholders, employees, agents & officers and directors harmless for any liability thereafter & forever.

10. Voluntary Driving: I, as legal guardian of named participant or myself, understand that if I willingly volunteer to transport Hope Rides participants for any reason, that I will maintain a current drivers license, not be under the influence of any alcohol, drugs, or intoxicants that could be potentially dangerous or impair driving or judgement in any way. I recognize the responsibility of safe driving and will take every necessary precaution to ensure that those participants under my driving care are kept safe. In the event that participants under my driving care are injured in anyway, I understand the risks of operating a motorized vehicle and assume full responsibility for any and all bodily injury, losses, or damages that may occur.

I understand that I am assuming 100% of the risk of injury or death directly or indirectly arising as a result of my participation and presence at Hope Rides. This release shall be governed by the laws of the State of Minnesota. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

If I have requested that you allow a minor child or children of mine to be present at Hope Rides, then the provisions of this release and hold harmless shall apply to such child or children. I represent that I have the legal authority to enter into this release on behalf of the minor child or children.

This release is given on behalf of myself, spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them, their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed against Hope Rides and any site locations associated to Hope Rides, its owners, shareholders, agents, and/or employees for any injury or damages in breach of this release, I will pay all attorneys' fees and const incurred to defend that lawsuit.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS. I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN THIS RELEASE VOLUNTARILY.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Rider or if minor, Parent of  
Minor Child

\_\_\_\_\_  
Signature of Minor Child

\_\_\_\_\_  
Printed Name of Rider or Minor Child

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_