

# EQUINE ACTIVITY WAIVER AND RELEASE OF LIABILITY

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This Equine Activity Waiver and Release of Liability (this "**Waiver**") is entered into as of [DATE] by and between: [STABLE / OPERATOR LEGAL NAME], located at [FACILITY ADDRESS] (the "**Operator**"); and [PARTICIPANT NAME], an individual residing at [PARTICIPANT ADDRESS] (the "**Participant**"). If the Participant is a minor, this Waiver is signed by the Participant's parent or legal guardian, [PARENT/GUARDIAN NAME] (the "**Guardian**"), on the Participant's behalf.

The Operator and the Participant (or the Guardian signing on the Participant's behalf) are each a "**Party**" and together the "**Parties**."

**Recitals.** The Operator provides horses, ponies, facilities, instruction, or related services for equine activities. The Participant wishes to take part in one or more equine activities offered by the Operator. The Participant understands that equine activities are inherently dangerous, that horses are large animals capable of unpredictable behavior, and that participation carries the risk of serious injury or death. Many jurisdictions have enacted equine activity statutes that limit an operator's liability for the inherent risks of equine activities. In consideration of being permitted to participate, the Participant agrees to the terms below.

## 1. Scope of Activities

**1.1 Equine activities.** This Waiver applies to all equine activities the Participant undertakes with or at the Operator (the "**Activities**"), including riding, mounting and dismounting, grooming, feeding, handling, leading, lessons, trail rides, shows, and presence in or around stables, arenas, pastures, and trails.

**1.2 Facilities.** The Activities take place at the Operator's facilities and any off-site locations the Operator designates (collectively, the "**Facilities**").

**1.3 Instruction.** The Operator [DOES / DOES NOT] provide instruction or supervision. The presence or absence of an instructor does not reduce the Participant's responsibility for the Participant's own safety.

**1.4 Equipment.** The Operator may furnish a horse, tack, helmet, or other equipment. The Participant is responsible for inspecting furnished equipment before use and for reporting any apparent defect to the Operator.

## 2. Assumption of Inherent Risks

**2.1 Inherent risks of equine activities.** The Participant understands and accepts that equine activities carry inherent risks that cannot be eliminated, including, without limitation: the propensity of a horse to behave in ways that may result in injury, death, or loss; the unpredictability of a horse's reaction to sound, movement, unfamiliar objects, persons, or other animals; hazards of terrain and weather; collisions; and the potential that another participant or the Participant may act negligently or fail to control a horse.

**2.2 Voluntary participation.** The Participant participates voluntarily, with full knowledge of the inherent risks, and assumes all such risks, whether known or unknown.

**2.3 Skill and health.** The Participant represents that the Participant (and any minor in the Participant's care) is physically able to participate, has accurately described the Participant's riding experience and skill level, and has disclosed any condition that could affect safe participation.

**2.4 No guarantee of a specific horse.** The Operator does not warrant the temperament or behavior of any horse and may substitute or remove a horse at any time for safety reasons.

### 3. Release and Waiver of Liability

**3.1 Release.** To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Operator and its owners, employees, instructors, agents, and the owners of the Facilities (the "**Released Parties**") from any and all claims, demands, causes of action, and liabilities for injury, death, or property damage arising out of or related to the Activities.

**3.2 Negligence.** This release applies to claims based on the ordinary negligence of the Released Parties to the maximum extent the law of [STATE] allows. It does not release the Released Parties from liability for gross negligence, willful or wanton misconduct, or any liability that applicable law prohibits a party from waiving, including any liability that an applicable equine activity statute does not permit to be released.

**3.3 Covenant not to sue.** The Participant agrees not to bring any claim or lawsuit against the Released Parties for any matter released under this Section, except to enforce a right that cannot lawfully be waived.

### 4. Statutory Warning and Compliance

**4.1 Equine activity statute.** Many states limit the liability of an equine activity sponsor or professional for the inherent risks of equine activities and require that a warning be posted or included in writing. The Operator will include the warning language required by the equine activity statute of [STATE] in the space below or by posted signage, and the Participant acknowledges reading it.

**4.2 Required warning.** [INSERT THE EXACT WARNING LANGUAGE REQUIRED BY THE EQUINE ACTIVITY STATUTE OF [STATE], OR STATE THAT NO STATUTORY WARNING IS REQUIRED IN [STATE]. Do not paraphrase a statutory warning — use the exact wording your jurisdiction requires, confirmed with counsel.]

**4.3 No statute relief.** Nothing in this Waiver expands or limits the protections an applicable equine activity statute provides; this Waiver is intended to operate in addition to, and consistent with, that statute.

### 5. Indemnification

**5.1 Indemnity.** To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim, loss, liability, damage, or cost (including reasonable attorneys' fees) arising out of the Activities or a breach of this Waiver by the Participant or a minor in the Participant's care.

**5.2 Damage to horses or property.** The Participant is responsible for damage the Participant causes to a horse, tack, equipment, or the Facilities through misuse, negligence, or failure to follow instructions.

**5.3 Limits.** This indemnity does not require the Participant to indemnify a Released Party for that Released Party's own gross negligence or willful misconduct.

### 6. Rules of Conduct and Safety

**6.1 Compliance.** The Participant will follow all posted rules, the Operator's reasonable instructions, and standard safe-handling practices around horses.

**6.2 Protective gear.** The Participant will wear an approved helmet and appropriate footwear while mounted and will use the safety equipment the Operator requires.

**6.3 Prohibited conduct.** The Participant will not handle or ride a horse while impaired by alcohol or drugs, will not approach a horse from a position the Operator has designated unsafe, and will not engage in conduct that endangers a horse or another person.

**6.4 Supervision of minors.** A minor must be supervised by a responsible adult at all times around horses. The Operator is not responsible for supervising minors.

**6.5 Removal.** The Operator may remove from the Facilities any person who creates a safety risk, without refund or further obligation.

## **7. Medical Treatment and Emergencies**

**7.1 Consent to treatment.** In the event of an injury or emergency, the Participant authorizes the Operator to arrange emergency medical care and, for a minor, the Guardian consents to such care on the minor's behalf.

**7.2 Cost of treatment.** The Participant is responsible for the cost of any medical treatment, transportation, or related expense and will not seek reimbursement from the Released Parties.

**7.3 Emergency contact.** The Participant will provide current emergency contact and relevant medical information before participating.

## **8. General Provisions**

**8.1 Governing law.** This Waiver is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Waiver, release, and equine liability rules vary by jurisdiction; the Parties intend this Waiver to be enforced to the fullest extent the law of [STATE] allows.

**8.2 Venue.** Any dispute arising out of this Waiver will be brought exclusively in the state or federal courts located in [COUNTY, STATE].

**8.3 Severability.** If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be enforced to the greatest extent permitted by law.

**8.4 Entire agreement.** This Waiver is the entire agreement between the Parties on its subject and supersedes any prior oral or written understanding.

**8.5 No waiver by conduct.** The Operator's failure to enforce any rule or provision is not a waiver of its right to enforce it later.

**8.6 Counterparts and electronic signature.** This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**8.7 Acknowledgment.** THE PARTICIPANT HAS READ THIS WAIVER, UNDERSTANDS THAT IT RELEASES THE RELEASED PARTIES FROM LIABILITY AND ASSIGNS THE INHERENT RISKS OF EQUINE ACTIVITIES TO THE PARTICIPANT, AND SIGNS IT FREELY AND VOLUNTARILY.

**IN WITNESS WHEREOF,** the Parties have executed this Waiver as of the date first written above.

**OPERATOR****PARTICIPANT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**

Title: N/A

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**If the Participant is a minor, the parent or legal guardian must sign below:****PARENT / LEGAL GUARDIAN**

Signature: \_\_\_\_\_

Printed name: **[NAME]**Relationship to minor: **[RELATIONSHIP]**

Date: \_\_\_\_\_

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