

Happy Hiccups Equestrian LLC

Located at Rancho La Fortuna
16700 Thurston Rd. Dickerson, MD 20842

Equine Activities Release/Liability Waiver

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD (IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE BUSINESS, IT'S OWNER, TRAINER, AGENTS OR STABLE/FACILITY OF RANCHO LA FORTUNA ("THE RELEASEES").

This release form is made and entered into by and between Happy Hiccups Equestrian LLC, Madelyn Endrijaitis (herein referred to as "Trainer"), and (rider/participant and/or parent/guardian of a rider/participant): _____
(and my minor/child): _____.

As a rider/participant and/or parent/guardian, I agree to the following:

WARNING: Please be advised that HORSES ARE UNPREDICTABLE by nature; that when frightened or angry or under stress, a horse's natural instinct is to jump forward or sideways, to run away from danger, to kick, to buck, to rear up in the front, or to bite; that horses are extremely powerful; and that if rider falls to the ground, the fall distance will generally be from 3.5 to 5.5 feet and at speeds up to 35 mph. Riders/participants ride and work around/with horses at their own risk, on a voluntary basis, and assumes these risks and dangers. Riders/participants are required to be covered under accidental/medical insurance at all times while riding/working with horses in compliance with Happy Hiccups Equestrian LLC and/or trainer Madelyn Endrijaitis.

In consideration for allowing me (and/or my minor/child) to handle, work with/around, and ride a horse and on behalf of myself (and/or my minor/child), I HEREBY:

1. **Acknowledge that a horse or pony may, without warning or apparent cause,** buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles/bridles/equipment may loosen or break – all of which may cause the rider/participant to fall, be jolted, or injured/harmed, potentially resulting in serious injury or death.
2. **Acknowledge that horseback riding/handling is an inherently dangerous activity** and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. **Voluntarily assume the risk and danger or injury** or death inherent in the use of the horse, equipment, and gear provided to me by Happy Hiccups Equestrian LLC and/or Trainer.
4. **Release, discharge, and promise not to sue** Happy Hiccups Equestrian LLC and Trainer, doing business under its own name or any other name and/or any of its Releasees (including the equine stable/facility of Rancho La Fortuna), for any loss, liability, damages, cost, or injury (including death) to my person or property.

5. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including, but not limited to, training or selecting horses, maintenance, care, fit or adjustment of saddles/bridles/equipment, facility cleanliness, maintenance, or upkeep, instructions or riding skills or leading and supervising riders/participants.
6. **Indemnify, and save and hold harmless**, Happy Hiccups Equestrian LLC, its Releasees, and Trainer from and against any loss, liability, damage, or cost, including attorney's fees and court costs, they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of Trainer or Releasees.
7. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against Happy Hiccups Equestrian LLC, its Releasees (including the property, stable, and/or any individuals involved in/with Rancho La Fortuna), or Trainer for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Happy Hiccups Equestrian LLC, its Releasees, and Trainer in defending such an action.
8. **State that I have and will provide all pertinent health and medical information** to Happy Hiccups Equestrian LLC and Trainer before partaking in any equine-related activities or services and in doing so will agree to uphold all aspects of this contract. I will follow all instruction and will acknowledge and adhere to all limitations and adjustments declared by Happy Hiccups Equestrian LLC and Trainer in regard to my personal health and medical conditions. Any personal health or medical conditions I may have/develop will not at any time alter or disregard any part of this liability contract.
9. **Acknowledge, understand, and agree that all active riders/participants** must wear appropriate clothing/safety gear (referred to below under "Dress Code Rules") and equipment when working with/around horses as directed by Trainer. **ALL MOUNTED RIDERS MUST BE WEARING AN ASTM/SEI CERTIFIED RIDING HELMET**, whether personally owner or borrowed, and helmet should be replaced every five years OR after any serious impact between helmet and a hard surface has been recorded. Any rider/participant of Happy Hiccups Equestrian LLC and Trainer acknowledges that they will not be permitted to ride/mount/sit on any horse/pony unless wearing an appropriately fitting ASTM/SEI helmet. Happy Hiccups Equestrian, and Trainer, has the right to refuse services to anyone, at any time, who is not in compliance with Dress Code Rules set forth in this contract.

Dress Code Rules:

1. All riders, regardless of age/experience, are required to wear an approved ASTM/SEI certified riding helmet in good condition any time they are mounted on a horse. Approved helmet is to be replaced every five years (or in accordance with particular helmet brand's recommendations) or after any major/significant fall where helmet makes serious impact with a hard surface. Any rider/participant not wearing an approved helmet will be refused the right to ride/removed from horse until appropriate helmet is obtained. **This is not negotiable in any way.**
2. Any rider/participant working with/around horses is expected to wear appropriate footwear – closed toe shoes are required to handle any horse/pony, and closed toe shoes with a smooth sole and at least a 1" heel are required for any mounted rider who is riding in a saddle/stirrups at any time. **This is not negotiable in any way.**
3. Any rider/participant working with/around horses is encouraged to wear long pants/jeans/trousers/breeches as protection to the rider's/participant's legs from saddle/equipment/horse. Any rider/participant who does not wear long pants of any kind

may be limited in the activities they wish to participate in due to inappropriate/unsafe clothing.

4. Rider/participants should wear tops/shirts/jackets that are appropriate to the weather and to the activity they will be participating in. No overly-long shirts/jackets/hoodies will be permitted to any rider in a saddle due to increased risk of rider becoming stuck or trapped in saddle/equipment. All tops/shirts should be appropriate for public places where children may be present.
5. Riders/participants are **strongly encouraged to wear appropriate riding gloves** when handling/riding any horse/pony. Appropriate riding gloves should have extra protection/padding between the last two fingers, should be made of a tacky/grippy texture (no smooth cotton), and should not be excessively bulky or large for the rider/participant. The equipment used to work with horses is typically made to be very strong and rough to handle, and anyone utilizing this equipment while not wearing appropriate gloves runs the risk of pain/injury to hands.
6. Any rider/participant working with a horse must have express permission from Trainer before wearing/utilizing any special equipment such as spurs, crops, or whips on or around horses.

I HAVE READ THIS ENTIRE RELEASE/LIABILITY WAIVER. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE HAPPY HICCUPS EQUESTRIAN LLC, IT'S RELEASEES (INCLUDING ANY AND ALL ASSOCIATED WITH RANCHO LA FORTUNA), AND TRAINER FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION TO ALLOWING ME (AND/OR MY MINOR/CHILD) TO RIDE, HANDLE, AND/OR WORK WITH HORSES. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE EXPERIENCE OF HANDLING/RIDING/WORKING WITH HORSES.

PRINTED NAME OF RIDER/PARTICIPANT:

SIGNATURE OF RIDER/PARTICIPANT:

DATE SIGNED:

PRINTED NAME OF PARENT/GUARDIAN IF RIDER/PARTICIPANT IS A MINOR/CHILD:

SIGNATURE OF PARENT/GUARDIAN IF RIDER/PARTICIPANT IS A MINOR/CHILD:

DATE SIGNED:
