

NEWPORT EQUESTRIAN

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Newport Equestrian Academy, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NEA"), I hereby agree to release, indemnify, and discharge NEA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation on horseback riding activities including training and instruction entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: exposure to and travel in rugged terrain; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to temperature and weather extremes; being jolted, jarred, bounced, thrown about and otherwise shaken during rides; losing control of your horse and falling; transmissible pathogen or disease; my own physical condition and the physical exertion associated with activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down or stumble. Saddles may slip, and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain, such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs, and other obstacles whether obvious or not and whether man made or natural. Riding a horse requires the participant to balance on the saddle. Saddle girths and saddle fasteners around a horse's belly might loosen during ride. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible, so action can be taken to avoid slippage of saddle and a potential fall from the horse. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, NEA personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear properly fitted and secured or equestrian standard helmet while participating in horseback trail rides and tours.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NEA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NEA's equipment or facilities, **including any such claims which allege negligent acts or omissions of NEA.**
4. Should NEA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against NEA, I agree to do so solely in the state of Rhode Island, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

PARTICIPANT'S DATE OF BIRTH (MM/DD/YYYY): ____ / ____ / _____

PLEASE CHECK IF PARTICIPANT IS A MINOR (if yes, please complete additional indemnification section below)

In consideration of minors being permitted by NEA to participate in its activities and to use its equipment and facilities, as the parent or legal guardian of a participating minor, I further agree to indemnify and hold harmless NEA from any and all claims which are brought by, or on behalf of such minor, and which are in any way connected with such use or participation by such minor. (PARENT/LEGAL GUARDIAN INITIAL) _____

MAILING ADDRESS, CITY & ZIP CODE:

PHONE NUMBER: (_____) _____ - _____

By signing this form, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NEA on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at NEA. I have had sufficient opportunity to read this entire document. I have read and it, and I agree to be bound by its terms.

**PARTICIPANT/PARENT/LEGAL GUARDIAN
PRINT FIRST & LAST NAME**

**PARTICIPANT/PARENT/LEGAL GUARDIAN
SIGNATURE**

TODAY'S DATE (MM/DD/YYYY): ____ / ____ / _____

NO REFUNDS. GRATUITY NOT INCLUDED AND APPRECIATED.