

H.U.G.S. Ranch
Hereinafter known as "Ranch"
284 Byron Road
Byron Center, MI 49315
(616) 312-5254



Equine Riding Instruction and/or Training Instruction and/or Participation in Other Ranch Activities Agreement, Liability Release and Assumption of Risk Agreement

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

First Name: _____ **Last Name:** _____ **Birth Date** _____

Emergency Contact Information:

Check all that currently apply to this participant:

First Name: _____ Last Name: _____ Under Age 18

Phone: _____ Over Age 18

Relationship to participant: _____

Medical Insurance Information:

Under 10 hours riding experience

My medical insurance company is: _____ Over 10 hours riding experience

My policy number is: _____

I do not carry medical insurance

Safety Questions:

Does this participant have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive and/or train a horse? Yes No If yes, how can we help them with their special needs?

Photo Release I / We release all rights to photos taken of you or the above mentioned for future use by Hugs Ranch, its staff, founders and/or Board of Directors in ranch publications, videos, books, newsletters, etc. Yes No

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE: I, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all RANCH activities including horse riding as a student of this RANCH, and that if I ride a horse provided by this RANCH, I will do so for instruction purposes.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS RANCH'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS RANCH permits me (directly or indirectly) to enter THIS RANCH'S property, be on THIS RANCH'S property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off THIS RANCH'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which THIS RANCH is physically located. This agreement is intended to be as broad and inclusive as the law permits. -If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities/Ranch activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited

to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS RANCH to list all possible risks for me.**

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING AND INSPECTION OF PREMISES I/WE AGREE THAT: This RANCH is NOT responsible for total or partial acts, occurrences or elements of nature and /or sudden and /or unfamiliar signs, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS RANCH to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS RANCH'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS RANCH'S premises.

SADDLE GIRTH / NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS RANCH that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS RANCH and/or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE I/WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is below hereto, and incorporated as if fully set forth herein

MICHIGAN WARNING!

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

SAFETY AGREEMENT I/ WE AGREE to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings, while waiting for horse-related or other activities, or while waiting for a participant.

LIABILITY RELEASE I / WE AGREE THAT: in consideration of THIS RANCH allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS RANCH, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and

insurers, and others acting on their behalf (hereinafter, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS RANCH'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS RANCH'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS RANCH and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and /or my minor child or legal ward in relation to the premises and operations of THIS RANCH, to include while riding, driving, training, handling, and/or otherwise being near horses owned by me or owned by THIS RANCH, or in the care, custody or control of THIS RANCH, whether on or off the premises of THIS RANCH, but not limited to being on THIS RANCH'S premises.

OTHER FAMILY MEMBERS INFORMATION

This section is for children that are with you on site but are not registered for one on one sessions or are not participating in any other ranch activities.

Family Members' Name	Date of Birth (Required for youth under age 18 only)	Adult Over Age 18 Please check	Youth Under Age 18 Please check

All participants and/or Legal Guardians* must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS:

I / WETHE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Signature of Participant (required for anyone 13 and over)

Date

Signature of Legal Guardian * (required for anyone under 18)

Date

*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process. Signed notes are not considered "legal".

RIDER INFORMATION / HORSE HANDLER

FEEL FREE TO PRINT AS MANY COPIES OF THIS PAGE AS NEEDED

One completed page is required for every child or adult who rides or handles any horse at H.U.G.S. Ranch

This includes each and every mentor, wrangler, one on one session participants, each group day participant, and every attendee of day camp.

(If participant will NOT be active in or near any riding activity, put an "X" through this section)

Name: _____ Birthday: _____

Address: _____

Parent/Guardian Name: _____

Parent/Guardian's Address: _____

Phone Number: _____

Please list any allergies your child has below:

****IMPORTANT! If your child is allergic to bee stings, you must bring an EPI Pen with you!****

Is there any special information that you would like to share about your child or any special needs that our leaders should be aware of before working with your child at the ranch?

Emergency Contact Information (Other than the person you listed on Page 1)

Emergency Contact #2: _____ Relationship: _____

Home Phone: _____ Work: _____ Cell: _____

Emergency Contact #3: _____ Relationship: _____

Home Phone: _____ Work: _____ Cell: _____

Physician's Name: _____ Phone: _____

Preferred Medical Facility/Hospital: _____

Authorization/Consent for Emergency Medical Treatment

In the event emergency medical aid/treatment is required due to injury or illness while on H.U.G.S. Ranch's property, I authorize, H.U.G.S.Ranch staff to obtain emergency medical treatment via EMS. This authorization includes x-rays, surgery, hospitalization, medication, and/or any treatment procedures deemed as "life saving" by the physician. This provision will only be invoked if the emergency contact person(s) listed above cannot be reached.

Consent Signature: _____ Date: _____

Printed Name: _____