

MARTIN COMMUNITY COLLEGE

**AGREEMENT TO PARTICIPATE,
AUTHORIZATION AND CONSENT,
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) 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 STABLE, MARTIN COMMUNITY COLLEGE (MCC), ITS EMPLOYEES, AGENTS, INSTRUCTORS, BOARD OF TRUSTEES, MCC FOUNDATION, AND VOLUNTEERS ("RELEASEES"). THIS IS A LEGALLY BINDING INSTRUMENT WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU HAVE ANY DOUBTS OR CONCERNS ABOUT ANY ASPECT OF THIS DOCUMENT, PLEASE SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

NAME: _____

I, _____, on behalf of myself (and my minor child
_____), reside at _____
(Street Address)
in _____
(City) (State) (Zip).

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouse, and assigns, *I HEREBY:*

1. ACKNOWLEDGE THAT HORSEBACK RIDING 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 performances.
2. Acknowledge that a horse or mule may, without any warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements spook, jump obstacles, step on a person's feet, push or shove a person. Saddles or bridles may loosen or break. Any of these circumstances may cause the rider to fall or be jolted, resulting in serious injury or death.
3. Understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge and assume the risk for these hazards, including breaks, growth, debris, rocks, cliffs, and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not, man-made or natural.
4. Voluntarily assume the risk and danger of injury or death inherent in the handling of riding of the horse, and the use of saddles, bridles, equipment, and gear provided to me by the Releasees.
5. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death), or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment, or gear provided by the Releasees.
6. Release the Releasees from any claim of negligence in connection with me or my child riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury, or both.
7. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or

