

Brown County Saddle Barn

Release of Liability, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY UNDER INDIANA LAW, "WARNING: Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities."

In addition to permission to enter for any purpose, the non-public area (defined as the area of land known as Simpson Creek, LLC/Brown County Saddle Barn) I hereby understand and agree as follows:

- I release, discharge, and agree not to sue Simpson Creek, LLC/Brown County Saddle Barn, its officers, trustees, employees, agents, owner, riders, and the owner of the premises used in connection to Simpson Creek, LLC Saddle Barn, and each of their respective employees and agents from all claim, demands, actions, cause of actions, liability loss or injury(including death) or whatsoever kind, nature or connection with Simpson Creek, LLC/Brown County Saddle Barn while I am in public or non-public areas.
- I assume full responsibility for and the risk of loss, damage (including death) or whatsoever kind, nature, or description that may arise to my person and property notwithstanding any negligence or Simpson Creek, LLC/Brown County Saddle Barn its officers, trustees, employees and agents, while I am for any reason in the public or non-public area voluntarily and upon reliance of my own judgment and ability and knowledge of the risks and hazards to myself and the property while entering upon and departing such areas.
- I agree to indemnify and defend Simpson Creek, LLC Saddle Barn, Ryan Swinger, (etc.) against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my presence in the above-described area, or participation in equine activities."
- The release, assumption of risk, and its indemnity agreement is held valid, the balance shall not withstanding continue in full and legal force and effect.
- Inherent Risk of Equine Activities: "A danger or condition that is an integral part of an equine activity" including:

1. Unpredictability of horses' reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
2. Collision with another horse, person, animal, or object; and
3. Hazards, including, but not limited to surface and subsurface conditions.
4. Potential of the equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the participant, including failing to maintain control of the horse or failing to act within the ability of the participant.

Use of photography equipment must have written approval before being published with any media source.

I HAVE READ AND UNDERSTOOD THE INFORMATION LISTED ON THIS PAGE AND VOLUNTARILY SIGN THIS RELEASE ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND CERTIFY THAT NO ORAL REPRESENTATION, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

RIDER'S INFORMATION

**Please inform the staff of any medical conditions that could impact your well-being or require special attention while in their care. By providing this information, the staff can take necessary precautions to ensure your safety and provide you with the appropriate level of support. This will help ensure you have a positive experience and enjoy your ride.*

DATE: _____ Rider's Name(printed): _____ Rider's Age: _____

Address _____ City: _____ State _____ Zip: _____

Phone Number: _____ Do you want to wear a helmet? Yes No (Required if under 18)

1. Our weight limit, as dictated by our liability insurance, is 240 lbs. The weight limit is non-negotiable and is set for the safety of our riders as well as the health of our horses. Respecting our guests and their privacy is very important to us, and for this reason, riders can expect to be weighed in a private setting if Management is concerned that a rider may be above the designated weight limit. If a rider appears to be over the weight limit the office staff will respectfully request a private discussion with the rider away from their party. If the rider is over 240lbs. sadly, the rider cannot ride for that day and we will offer a full refund as well as discuss an appropriate manner in which the rider would like to notify the rest of their party.
2. Do you acknowledge that you are under the weight limit of 240 lbs? Yes No
3. Are you pregnant? Yes No: If YES, do you understand that riding horses while pregnant could cause risk to yourself &/or your unborn child? Yes No N/A

Signature of participant OR responsible party if the participant is under 18: _____