



LUCKY U STABLES
11050 Manning Ave S, Hastings MN 55033
651-497-8929

Waiver And Informed Consent To Participate In Equestrian Activities
State of Minnesota Equine Liability Form Rev 2004

NOTICE: Please read this document carefully before signing it. Your signature indicates your understanding and agreement to its terms. You (and/or Your Child) are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage for any reason, including but not limited to, the negligence of the Lucky U Stables, its owners and agents; herein referred to as "STABLE". "HORSE" refers to any equine: horse, pony, mini, mule, donkey, ect. "ANIMAL" refers to all other animals such as kitten, cat, cows, chickens, goats, sheep, bunny, ect.

The Equine Activity Liability laws of the State of Minnesota, Ch. 604A.12 Subdivision 2, requires the following notice:

NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stomping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS.

WAIVER AND INFORMED CONSENT TO PARTICIPATE

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in equestrian-related activities including but not limited to, riding, horse-handling or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held at **STABLE**.

I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules and to obey the directions of the owners. I agree to release, hold harmless, and keep indemnified; **STABLE** from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, however caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Minnesota related to Equine Activity Liability.

In consideration for allowing me (or my minor child/ren) to handle and/or ride and/or be in close contact with a horse (whether owned, leased or just visiting) and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

Acknowledge that an equine may, without warning or any 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 or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear appropriate for use.

RELEASE, DISCHARGE AND PROMISE NOT TO SUE **STABLE** for any loss, damage, injury (including death) or cost to me or my child/ren, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and/or proper use of appropriate saddles, bridles, equipment and/or other gear.

Release **STABLE** from any claim of negligence in connection with my or my child's/rens riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment which resulted in loss, damage, injury or death.

INDEMNIFY, AND SAVE AND HOLD HARMLESS **STABLE** 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/rens handling or riding the horse or being in close proximity to a horse

Agrees that the Undersigned has read and understands the following language of the Minnesota Equine Activity Liability Statute: "Under Minnesota 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, pursuant to Minnesota, Ch. 604A.12 Subdivision 2

The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Minnesota and is intended to be as broad and inclusive as is permitted by Minnesota State law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against **STABLE** for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by **STABLE** in defending such an action.

It is required by **STABLE** that all persons under age 18 who are riding a horse or who are in riding areas, wear a helmet. It is strongly encouraged that ALL persons riding any horse also wear a helmet. IT IS MY UNDERSTANDING THAT SAID HELMET IS NOT GUARANTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE REQUIRED TO PURCHASE THEIR OWN ASTM/FEI APPROVED HORSEBACK RIDING HELMET.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

_____ I have read, acknowledge, and accept the terms of the Waiver and Informed Consent.

_____ I have read and agree to abide by the Stable Rules and posted guidelines.

_____ **Photography Release:** I allow mine and/or my child's/rens picture and/or video and/or photos of my horse(s) to be taken and published to the Lucky U Stables Facebook, Instagram or other social media page and/or website. No names or personal information will be posted without obtaining further oral or written permission.

_____ **Medical Release:** I authorize **STABLE** to provide access to medical treatment at the nearest hospital and/or utilize any emergency services if necessary.

Date: _____ **Who are you a guest of - or event attending:** _____

Your Printed Name: _____ Signature: _____

(and my minor child(ren)) _____

reside at (Street Address) _____

in _____ (City), _____ (State), _____ (Zip Code).

2nd Adult/Parent in Same Household:

Printed Name: _____ Signature: _____