

# J&S Sport Horses Inc.

## Assumption of Risk and Release of Liability

### HORSEBACK RIDING

**WARNING:** It is the law of the State of Montana that a person is not liable for damages sustained by another solely as a result of risks inherent in equine activities if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities.

Participant (trainer, rider, driver, handler, caretaker or boarder) acknowledges that he or she is aware that the risks inherent in equine activities means danger or conditions that are an integral part of equine activities, including but not limited to:

- a. The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine.
- b. The unpredictability of an equine's reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animals.
- c. Hazards, such as surface and subsurface ground conditions
- d. Collisions with other equines or objects
- e. The potential of another participant to not maintain control over the equine or to not act within the range of the persons ability.

Participant acknowledges that he or she is responsible for his or her own actions and is in the best position to avoid and detect any hazards or foreseeable risks in his or her proximity, and that he or she is in the best position to avoid harm to himself or herself.

Owner/rider is hereby warned by J&S Sport Horses Inc. that all horse handlers and riders should purchase and wear properly fitted and secured protective head gear (equestrian riding helmet), while mounting, riding, dismounting and being around horses. Such helmets may prevent or reduce severity of some head injuries and may even prevent death happening as a result of a fall or other occurrence.

I assume all risks as outlined in this document:

Print name \_\_\_\_\_

Signature of Rider/Date \_\_\_\_\_

Signature of Owner/Date \_\_\_\_\_

# J&S Sport Horses Inc.

Participant agrees to hold harmless J&S Sport Horses Inc., its officers, directors, and agents in the event participant is injured in any event or activity in which participant is engaged.

Participant agrees to release, acquit and forever discharge J&S Sport Horses Inc. from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage which may result from participant's activities while on J&S Sport Horses Inc.'s property and on or near any of the horses or cattle lease, owned, or boarded by J&S Sport Horses Inc.. Do not sign this release agreement unless you have read it and fully understand it.

Print name \_\_\_\_\_

Signature of Rider \_\_\_\_\_

Date:

Signature of Owner \_\_\_\_\_

Date:

## RELEASE FROM LIABILITY FOR BOARDERS

In addition to the Release from Liability that owner/participant has signed as a boarder there are additional instances of risk that owner/participant need to be aware of.

Owner/participant acknowledges that he or she is aware that there are risks inherent in boarding a horse. Owner/participant agrees to hold harmless J&S Sport Horses Inc. its officers, directors and agents in the event of injury to horse or participant in or around stalls or runs.

Owner/participant further acknowledges that he or she is aware of the potential for damage to tack, supplies, vehicles, and horse trailer. Owner/participant agrees to hold harmless J&S Sport Horses Inc. its officers, directors and agents in the event of damage or theft of any of these items.

Print name \_\_\_\_\_

Signature of Rider \_\_\_\_\_

Date

Signature of Owner \_\_\_\_\_

Date