

# J&M Performance Horses

## Release and Hold Harmless Agreement

The undersigned acknowledges the inherent risks involved in all horse-related activities, including but not limited to bodily injury, death and/or physical harm to horse, rider, spectator and/or equipment.

**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, regardless of feasible safety measure which can be taken, and I agree to assume them. The inherent risks 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 animal; 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, 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 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (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 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 here. I am not relying on the TRAINER to list all possible risks for me.

### CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING

I/WE ACKNOWLEDGE THAT: The TRAINER is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, 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 out-of-door 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 the TRAINER to list all possible risks for me.

### SADDLE GIRTHS/NATURAL LOOSENING WARNING I/WE ACKNOWLEDGE THAT:

Saddle girths (fastener straps around horse's belly) may loosen during riding. Students 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 rider to fall from the horse.

### PROTECTIVE HEADGEAR 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 the TRAINER 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, 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 the TRAINER and/or his 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.

In consideration therefore of the privilege of riding, taking lessons, attending summer camp, competing and/or interacting with horses at J&M Performance Horses, located at 985 Foster Rd, Adamsville TN 38310, the Undersigned does hereby agree to hold harmless and indemnify J&M Performance Horses its owners, management, employees and instructors, and further release them from any liability or responsibility for an accident, damage, injury or illness, death to the Undersigned or to any family member or spectator accompanying the Undersigned while on the premises and/or while under direction and instruction of any J&M Performance Horses owners, managers, employees or instructors.

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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Minor's Name if under 18 years old