



**Equestrian Hills of Melville, LLC  
dba Thomas School of Horsemanship  
250 Round Swamp Rd. Melville, New York 11747  
Phone 631-692-6840 Fax 1-800-878-4427  
Email: tsh@tshcamp.com**

Name of participant \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-mail address \_\_\_\_\_

PHOTO RELEASE: We give our permission for Thomas School to use any photos of our child(ren) for any photographic materials.

**RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE Equestrian Hills of Melville, LLC dba THOMAS SCHOOL OF HORSEMANSHIP SUMMER DAY CAMP, 250 Round Swamp Rd., Melville, NY, hereinafter known as "THIS SCHOOL"**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY. THIS SCHOOL CANNOT GUARANTEE YOUR SAFETY.**

A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:** In consideration of the payment of a fee and the signing of this agreement, I, the individual listed on waiver form, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine related instruction as a student of THIS SCHOOL, and that this STUDENT will either utilize his/her own horse, or school horses provided by THIS SCHOOL for instructional purpose, today and on all future dates.

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon the registered STUDENT and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of New York State and Suffolk County. This agreement is intended to be valid and binding at all times now and in the future when THIS SCHOOL permits the STUDENT (directly or indirectly) to enter THIS SCHOOL's property, be on THIS SCHOOL's property, be near the horse, receive riding and/or driving and/or training instruction or guidance from its associates and/or when THE STUDENT rides and/or train and/or is near horses on or off THIS SCHOOL property. Any disputes by the rider shall be litigated in, and venue shall be in Suffolk County. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horse, ponies, mules, or donkeys, whether from the ground or mounted. The terms "CAMPER" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I/WE" shall herein refer to the riding school student or parents of the registered student on the opposite side.

C. **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 all feasible safety measures which can be taken, and I/WE 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 movements, 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, a 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 a horse to ground it will generally be at a distance from 3. 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities 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 according 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/WE agree to assume other not mentioned above. I/WE are not relying on THIS SCHOOL to list all possible risks for me/us.

**D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN LIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/WE acknowledge that THIS SCHOOL is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden 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-doors 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/WE also understand that these are just some of the risks and I/WE agree to assume others not mentioned above. I/WE are not relying on THIS SCHOOL to list all possible conditions to me. I/WE have inspected THIS SCHOOL'S facilities and are satisfied that all premise conditions are reasonably safe for STUDENT's intended purpose, usage, and presence upon THIS SCHOOL'S premises.

**E. SADDLE GIRTHS/NATURAL LOOSENING:** I / WE UNDERSTAND THAT Saddle girths (saddle fasteners around horse's belly) may loosen during riding. STUDENTS must alert the riding instructor or attendant of any looseness so action can be taken to avoid slippage of saddle and a potential fall from the animal.

**F. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED:** I/WE AGREE: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS SCHOOL 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 and/or being near horses and I/WE understand that the wearing of such headgear/helmet may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences. I am not relying on THIS SCHOOL and/or its associates to provide a certified helmet for me or to check any headgear/helmet strap that may wear, or to monitor my compliance with this suggestion at any time now or in the future.

**G. LIABILITY RELEASE:** I/WE AGREE THAT: In consideration of THIS SCHOOL allowing myself or our child's participation in these riding activities, under the terms set forth herein, I or WE, the parents, for ourselves and on behalf of our child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS SCHOOL, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf(hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS SCHOOL'S and/or ITS ASSOCIATES ordinary negligence or legal liability; and I/ WE do further agree that except in the event of THIS SCHOOL'S gross negligence and/or willful and/or wanton misconduct, I/WE shall not bring any claims, demands, legal actions and causes of action, against THIS SCHOOL and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS SCHOOL, to include while riding, handling, driving, training, handling or otherwise being near horses owned by me or owned by THIS SCHOOL or in the care, custody and control of THIS SCHOOL, or participating in any of the school activities, whether on or off the premises of THIS SCHOOL, but not limited to being in THIS SCHOOL premises.

**H. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** I/WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE. Copies of the Act are posted and available upon request.

**I. CARRY-ON OBJECTS WARNING AND SHARP LOUD NOISES WARNING** I/WE acknowledge that when approaching, mounting and riding horses I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp/loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** cameras, cell phones, hats not securely tethered under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises (such as whistling or screaming or yelling the sound of which may scare the scare horses causing them to react in unsafe ways

**Students OVER 21 OR Parents or Legal Guardians must sign below after reading this entire document:**

**SIGNER STATEMENT OF AWARENESS**

I/we, the undersigned, represent that i/we have read and understand the foregoing agreement, warnings, liability release and assumption of risk. I/we understand that by signing this document I am giving up rights to sue today and in the future. I/we further attest that all facts relating the rider's physical condition, experience, & age are true and accurate. I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.

\_\_\_\_\_  
SIGNATURE ( If under 21- Parent 1 must sign )

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE (If under 21 – Parent 2 must sign)