



1420 Wilmer Rd
Wentzville, MO 63385
636-332-5212

EQUINE RIDING, TRAINING, INSTRUCTION AND PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Read carefully and complete all sections before signing

First Name: _____ Last Name: _____

Safety Questions

Does this "Participant" (as defined below) have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive, and/or train a horse?

Yes No (circle one)

If you circled "yes", how can we help him/her with his/her needs?

Registration of Participant and Agreement Purpose I, the above listed individual hereinafter known as the "Participant", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all Building Dreams Ranch ("Ranch") activities including horse riding as a student of this Ranch, and that if I ride a horse provided by this Ranch, I will do so for instructional purposes only.

Agreement Scope and Territory Definitions This agreement shall be legally binding upon me, the registered Participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personnel representatives. And it shall be interpreted according to the laws of the State of Missouri. This agreement is intended to be valid and binding at all times now and in the future when this Ranch permits me (directly or indirectly) to enter this Ranch's property, be on this Ranch's property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride, train and/or am near horses on or off of this Ranch's property. Any disputes by the Participant shall be litigated in, and venue shall be in St. Louis 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 Missouri law, then that single part is null and void. The term "horse" and "equine" herein shall refer to all equine species. The terms "I", "we", "me", "my" shall herein refer to the above registered Participant and the parents or legal guardians thereof if a minor.

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 agree to assume them. The inherent risk 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 animals; the unpredictability of an equine's reaction to sounds, sudden



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movement, unfamiliar objects, persons, or other animals; hazards such as surface and subsurface conditions; collisions with other animals or objects; and 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 animal or not acting within the Participant's ability. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a Participant falls from a horse to the ground, it will generally be a distance from 3.5 to 5.5 feet and the impact may result in harm to the Participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (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 agree to assume others not mentioned above. I am not relying on this Ranch to list all possible risks for me.**

Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds, and Movements Warning and Inspection of Premises I/We agree that this Ranch 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 this Ranch to list all possible conditions for me. The Participant and parent or legal guardian have inspected this Ranch's facilities and are satisfied that all premise conditions are reasonably safe for this Participant's intended purpose, usage and presence upon this Ranch's premises.

Saddle Girth/Natural Loosening I/We acknowledge that saddle girths (fastener straps around the horse's belly) may loosen during riding. Participant must alert the instructor or attendant if any girth looseness so action can be taken to avoid slippage of saddle and the potential for the Participant to fall from the horse.

Protective Headgear/Helmet 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 this Ranch 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 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 this Ranch and/ or its 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.**



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EQUINE ACTIVITY LIABILITY ACT (“EALA”) WARNING

UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.

Medical Insurance I/We agree that should medial treatment be required, I and/or my medical insurance company **shall pay** for **ALL such incurred expenses**.

Safety Agreement I/We agree to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings, while waiting for horse related and/or other activities and/or while waiting for a Participant.

Liability Release I/We **AGREE THAT** in consideration of this Ranch allowing my participation in this activity, under the terms set forth herein, I, the Participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge this Ranch, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on their 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 Ranch’s and/ or it’s Associates ordinary negligence or legal liability; and I do further agree that except in the event of this Ranch’s gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against this Ranch and it’s 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 Ranch, to include while riding, driving, training, handling, or otherwise being near horses owned by me or by this Ranch, or in the care, custody, or control of this Ranch, whether on or off the premises of this Ranch, but not limited to being on this Ranch’s premises.



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All Participants and/or Legal Guardians* MUST sign below after reading this entire document

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENTS; I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS 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 of Participant (required for 13 years and over)

(Date)

Signature of Legal Guardian* (**required for anyone under 18**)

(Date)

*Legal guardians do NOT include babysitters or friends of the family, unless that individual has been named guardian by a legal process. Signed notes are NOT considered "legal".