## Release and Indemnity Agreement TopCrest Stables LLC

PARTICIPANT: I/We the following listed individual and the parent(s) or legal guardian(s) thereof a minor, do hereby voluntarily agree to participate in equestrian riding services provided by TOPCREST STABLES, LLC

Name(s):		
Home Phone #	; Cell Phone #	
E-Mail:		
Age (if under 18):	Date of Birth:	
School attending and grade:		
Horse Riding Experience (che	eck one): Beginner (under 10 hrs.)	Over 10 hrs
Does the participant have an ride a horse? YES		may affect his/her safety and ability to
If you checked YES, how can	we help this participant with his/her	special needs?
PARENT OR GUARDIAN (EME	FRGENCY CONTACT):	<del></del>
Name(s):	Da	ate:
	Cell Phone #	
Email:		
insurance shall pay for ALL su Insurance Company Name: _	; F	
	nce (check if applicable)	
	HIGAN EQUINE ACTIVITY LIABILITY AC participant in an equine activity resu	CT, an equine professional is not liable alting from an inherent risk of the
INITIAL AFTER READING EAC	H SECTION (PARTICIPANT AND PAREN	IT/GUARDIAN MUST BOTH INITIAL)
liability company (hereinafte participant(s), [by and throug minor] (hereinafter referred and include the Company, its	r referred to as "TopCrest".) and the gh registered participant's parent or a	guardian, as referenced above, if a s Agreement to "TopCrest" shall mean employees, instructors, officers,

registered Participant, and their parents, legal guardians, respective heirs, successors, and personal and legal representatives, and is intended to be valid and binding at all times now and in the future when TopCrest permits me (directly/indirectly) to enter the stable property and be on the stable property, be near any horse, receive instruction or guidance from its personnel and/ or when I ride or am near horses on or off this stables property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which the stable is physically located. 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" 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 HEREBY ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that the instruction and related activities with and/or in the presence of horses is inherently dangerous by nature, and that there is a real and substantial risk of injury and damage to person and property including death, regardless whether such activities are being supervised by TopCrest and/or all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include but are not limited to: The propensity of an animal to behave in ways that might result in injury, harm, death, or loss to persons in or around the animal; the unpredictability of an equine's reaction to sounds, sudden confrontation with another equine, another animal, person or object; hazards including surface or subsurface conditions. 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 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 the ground it will generally be at a distance from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (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 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, Charging directions and/or speed at will; Shifting its weight, Bucking; Rearing; Kicking; Biting; and/or Running from perceived danger. I acknowledge that these are just some of the risks listed here and I agree to assume all others not listed as well. Further, I am not relying on TopCrest to list all possible risks for me. PROTECTIVE HEADGEAR/ HELMET POLICY: TopCrest requires that each participant wear an ASTM-Standard F 1163 and/or SEI-certified riding helmet. This helmet should be properly fitted and worn with a chin strap in place whenever the rider is mounted. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING: I/ WE HEREBY ACKNOWLEDGE THAT: when approaching, mounting, and riding horses I/we must not carry loose items that may fall, blow away, flap in the wind, bounce or make sharp or 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 fastened under the chin, toys, and purses. When riding a horse, participants must not make sharp or loud noises such as screaming, whistling, or yelling, the sound of which may scare horses causing them to react in unsafe ways. SADDLE GIRTH LOOSENING WARNING: I/ WE HEREBY ACKNOWLEDGE THAT: saddle girths (fastener straps around a horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so immediate and proper action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

/ LIABILITY RELEASE: I AGREE THAT: In consideration of TopCrest allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child if a minor and/ or
legal ward, heirs, administrators, personal representatives or assigns do agree to release, hold harmless and discharge TopCrest, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations and Insurers and others acting their behalf (collectively known 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 TopCrest's and/or
its Associate's ordinary negligence or legal liability; and I do further agree that except in the event of TopCrest's gross negligence and/or willful and/or wanton misconduct I shall not bring any claims demands, legal actions and causes of action against TopCrest and its Associates as stated above in this clause, for any economic or non-economic losses due to bodily injury and/or death or property damage,
sustained by me and/or my minor child or legal ward in relation to TopCrest's premises and operations, to include while riding, handling or otherwise being near horses owned by me or owned by TopCrest or others, or in the care or custody or control of TopCrest, whether on or off TopCrest premises, but not limited to me being on TopCrest's premises.
/ADMINISTRATION OF MEDICAL CARE IN CASE OF EMERGENCY: In the event of any injury, permission is hereby given to TopCrest to authorize first aid and medical attention at TopCrest's or its Associate's discretion, it is represented by and on behalf of participant that participant is in good physical condition and able to participate in the activities for which TopCrest is allowing and/or providing instruction.
/INHERENT RISKS/ ASSUMPTION OF RISKS: I/ WE HEREBY ACKNOWLEDGE THAT:
TopCrest Stables has put in place preventative measures to reduce the spread of COVID-19; however, TopCrest cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending TopCrest Stables could increase your risk and your child(ren)'s risk of contracting COVID-19.
IN EXECUTING THIS AGREEMENT it is acknowledged; that all of the terms and provisions of this Agreement have been fully and carefully read and understood; that we are giving up rights to sue today and in the future; that we attest all the facts we provided herein are true and accurate, that I/ we are of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.
Dated:, 20
Signature of Participant(s)
Dated:, 20
Signature of Parents/Guardian(s)
Dated:, 20
Signature of TopCrest Stable, LLC

BY: Angie Barnes

ITS: Members TOPCREST STABLE, LLC reserves the right to deny any service if deemed unsafe for any person or horse. TopCrest prices and terms subject to change without further notice.