

KENSINGTON STABLES, INC.
HORSE RENTAL/RIDING AGREEMENT-WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Please print the name, address, telephone number and age of rider and, if a minor, parent or guardian

Initial each paragraph:

_____ A. **NATURE OF AGREEMENT.** In consideration of the services **Kensington Stables, Inc.**, its owners, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (all hereinafter referred to as "**Kensington Stables**"), I hereby agree to hire from **Kensington Stables** a horse, tack and equipment for the purpose of horseback riding. I further agree to release and discharge **Kensington Stables**, on behalf of myself, my spouse, domestic partner, children, parents, heirs, assigns, personal representative and estate, from any liability that may arise therefrom as set forth below.

_____ B. **NOT A PLACE OF AMUSEMENT.** I understand that **Kensington Stables** is a livery stable, and not a place of recreation or amusement. It's sole purpose is the boarding and rental of horses. Ancillary services, including, but not limited to, riding lessons, trail rides and pony rides are provided by instructors and guides who are independent contractors for whom **Kensington Stables** is not responsible.

_____ C. **AGREEMENT SCOPE AND DEFINITIONS.** This Horse Rental, Waiver of Liability and Acknowledgment of Risk Form (this "Agreement") shall be legally binding on me, my spouse, domestic partner, children, parents, heirs, assigns, personal representative and estate. The term "HORSE" as used herein shall refer to all equine species. The term "HORSEBACK RIDING" as used herein shall refer to riding or otherwise handling horses, whether from the ground or mounted. The term "RIDER" as used herein refers to any person who rides a horse mounted or who otherwise handles or comes near a horse from the ground. The terms "I", "ME" and "MY" as used herein shall refer to any person signing this Agreement.

_____ D. **RISK CLASSIFICATION.** I understand horseback riding is an INHERENTLY DANGEROUS ACTIVITY, and there are numerous known and unknown risks in this activity, despite all customary safety precautions. I understand such risks cannot be eliminated without jeopardizing the essential qualities of horseback riding. I acknowledge horseback riding, including instruction, could result in serious physical or emotional injury, or other damage to myself, third parties, and my own or others' property. Such injuries can be severe, requiring more hospital days and resulting in more lasting residual effects, than injuries resulting from less dangerous activities.

_____ E. **ACKNOWLEDGMENT OF RISKS.** I acknowledge the known and inherent risks of horseback riding include, but are not limited to, the following, many of which can scare a horse, cause it or its rider to fall or react in an unsafe manner: 1) weather conditions, including temperature, wind and wind driven objects, rain and snow, lightning, thunder, fog and excessive heat and sun, some of which may change quickly; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) trail conditions, including icy, snowy, muddy, slippery and loose footing, water crossings, falling rocks, branches and timber, fences, natural and man-made changes in the landscape and motorized/non-motorized traffic; 4) contact with plants, insects, reptiles, dogs, and other wild or domestic animals reptiles which may walk, run or fly near, or may bite or sting, a horse or rider; 5) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) unavailability of telephone or other communication services to summon aid or for other purposes, 7) my own physical condition and or omissions; 8) my own and other riders' attempts to exceed riding skills and/or riding in a careless, reckless or improper manner; 9) injury to a horse; 10) the failure of a horse to respond to a rider's commands; 11) unpredictability of a horse's behavior; including, but not limited to, stopping suddenly,

swerving, spinning becoming “spooked,” bucking, suddenly accelerating, kicking, dipping its neck or body or grazing; 12) my own failure or that of other riders to follow the safety guidelines and commands/instructions of independent contractors giving lessons or guiding trail rides; 13) improper use of equipment; 14) inadequate repair or maintenance of **Kensington Stables’** facilities and equipment; 15) manufacturing or other defects, both apparent and latent, in equipment supplied or used by **Kensington Stables**; 16) vehicular or pedestrian accident while riding a horse on public streets or roadways, 17) vehicular or pedestrian accident while being transported or walking to or from **Kensington Stables** or any of its staging areas; 18) error or negligence on the part of independent contractors using the facilities of Kensington Stables or on the part of employees of Kensington Stables, including insufficient instruction or assistance.

_____ F. **ASSUMPTION OF RISK.** I knowingly and voluntarily assume all of the risks inherent in engaging in horseback riding, including those that may not be specifically enumerated herein.

_____ G. **NATURE OF KENSINGTON STABLES’ HORSES.** Although **Kensington Stables** chooses its rental horses for their calm dispositions and sound basic training, no horse is completely safe. Horses are larger, more powerful and faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which include, but are not limited to: 1) stopping short; 2) changing direction or speed at will; 3) shifting its weight; 4) bucking, rearing or kicking; 5) biting; and 6) running from danger. Due to the unpredictability of a horse’s behavior, **Kensington Stables** makes no warranty of any kind, express or implied, is made as to habit, disposition, suitability, nature or physical condition of any horse.

_____ H. **RIDER RESPONSIBILITY.** I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider’s safety largely depends upon his/her ability to carry out instructions and to remain aboard the moving animal. I agree not to attempt to exceed my own riding skills or ride in a reckless manner. I understand each rider is primarily responsible for his or her own safety.

_____ I. **MY RIDING SKILLS.** I have truthfully and accurately disclosed to **Kensington Stables** the level of my riding experience and skills: Novice ___ Beginner ___ Intermediate ___ Experienced _____. I understand that the level of danger increases in direct proportion to the lack of riding experience.

_____ J. **CARRY-ON OBJECTS/NOISES.** I understand riders must not carry loose items on rides or at lessons which may fall, blow away, flap in the wind, bounce or make sharp noises, thereby possibly scaring a horse. Such items include, but are not limited to: 1) unsecured cameras; 2) hats or helmets not securely fastened under the chin; 3) toys; 4) purses and handbags. I understand riders must not make sharp noises, such as screaming or yelling, nor may any rider play any radio, ipod, cd player, tape player or similar device, all of which which may scare a horse or divert the rider from the full concentration required.

_____ K. **SADDLE GIRTHS - NATURAL LOOSENING.** I understand saddle girths (saddle fasteners around horse’s belly) may loosen before or during a ride. If a rider notices such loosening, he or she must alert the nearest guide, instructor or wrangler as quickly as possible so action may be taken to avoid slippage of the saddle and a potential fall from the horse.

_____ L. **CONSENT TO MEDICAL TREATMENT.** I understand that **Kensington Stables** is not qualified to render first aid and will not do so in the event of any accident. In the event **Kensington Stables** is able to summon assistance, I consent to the calling of an ambulance or an EMT and any emergency, hospital, medical care or surgical diagnosis or treatment to be rendered to me as found advisable, for any injury that may arise from participation in activities with **Kensington Stables**. I also understand and agree that I am solely responsible for all applicable charges for such ambulance, medical treatment, evacuation and rescue costs.

_____ M. **PROTECTIVE HEADGEAR.** I have been offered protective headgear by **Kensington Stables**, and understand that wearing such headgear while mounting, riding, dismounting and otherwise being around

horses may, but is not guaranteed to, prevent or reduce the severity of some head injuries. I understand that **Kensington Stables'** protective headgear may not be a perfect fit for each rider's head, and that once provided, I will be responsible for securing such headgear at all times. **Kensington Stables** makes no representations or warranties concerning the condition or quality of the headgear it has offered me.

_____ Yes I would like to wear protective headgear.

_____ No. I decline to wear protective headgear.

_____ **N. LEGAL ACTIONS CONCERNING AGREEMENT.** Should **Kensington Stables** or anyone acting on its behalf be required to incur attorney's fees and costs in an action or proceeding brought by me that is barred by this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive New York State law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this Agreement, and that any legal action resulting from my participation in this activity shall be brought only in Kings County of New York State. In the event that any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect.

_____ **O. WAIVER OF LIABILITY/CONDITIONS OF PARTICIPATION.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Kensington Stables** from any and all claims, demands, or causes of action which are in any way connected with my participation in any equestrian activity or use of **Kensington Stables'** horses, equipment or facilities, including any such claims which allege negligent acts or omissions by **Kensington Stables**. I expressly agree that, except in the event of **Kensington Stables'** gross negligence or willful and wanton misconduct, I will not initiate a lawsuit nor bring any claims, demands, or causes of action against **Kensington Stables** for any economic or non-economic losses due to bodily injury, property damage, sustained by me or my minor children in relation to the premises and operations of **Kensington Stables**, to include while riding, handling, or otherwise being near horses owned by, or in the care of, **Kensington Stables**, whether on or off the premises of **Kensington Stables**. I further expressly agree and promise to accept and assume all of the risks existing in horseback riding. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of participating in horseback riding.

_____ **P. SIGNER STATEMENT OF AWARENESS AND UNDERSTANDING**
By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Kensington Stables** on the basis of any claim which I have released herein. I have had sufficient opportunity to read this entire document and ask any questions that I may have. I acknowledge that I would have alerted **Kensington Stables** if my comprehension of the English language was not sufficient to fully appreciate this Agreement's provisions. I have read and understand it, and I agree to be bound by its terms on this and every occasion hereafter upon which I may rent, borrow or otherwise use a horse from **Kensington Stables**.

Dated: Brooklyn, New York
20____

Signature of Rider: _____

Print Name: _____

Signature of Parent/Guardian: _____

Print Name: _____

WITNESSED: _____

Print Name: _____