

Equine Activity Liability Release and Hold Harmless Agreement

By this agreement, made and entered this _____ day of _____, 2025 by and between _____, whose address is _____ and Take the Reins Youth Stable for Life, Inc. of Indianapolis, Indiana, and Haven's Hope Ranch and Stables of Greenwood, Indiana and Harnessing Hope Therapeutic Riding and Driving of Morristown, Indiana, hereinafter referred to as "These Stables." It is hereby agreed to as follows:

A. Scope of Services Provided. Take the Reins Youth Stable for Life, Inc., Harnessing Hope Inc., and Havens Hope Ranch and Stables are all not-for-profit organizations that sponsor, organize, host and/or provide the facilities for Take the Reins Youth Stable for Life's Summer Camp Program. The activities involve riding instruction and various equine activities conducted by Take the Reins Youth Stable for Life at These Stables, and that my child, as a student participant, will ride horses provided by These Stables for instructional purposes.

B. Inherent Risks of Equine Activities. The undersigned expressly understands that certain dangers or conditions are an integral part of such activities at These Stables, including but not limited to: i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine, ii) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals, iii) Hazards such as surface and subsurface conditions, iv) Collisions with other equines or objects and v) The potential of a person involved in the activities at These Stables to act in a negligent manner that may contribute to injury to that person and/or other persons, such as by failing to maintain control over an equine. The undersigned expressly understands and agrees that such dangers or conditions exist whether a person is: i) personally engaging in the summer horse camp activities at These Stables, ii) a spectator of summer horse camp activities while at These Stables, or iii) entering, departing, or being on the Premises or Locations where the summer horse camp activities of These Stables are taking place and that by doing any of these actions, such a person is a "Participant."

C. Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement. In consideration of These Stables allowing the undersigned, as well as those persons for whom the undersigned has listed herein, to be a Participant and with an understanding

Parent /guardian initials _____



C. Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.
(continued)

of the Inherent Risks of Equine Activities as set forth in Paragraph B above, the undersigned, individually and on behalf of each person listed herein by the undersigned, hereby assumes all such risks and forever releases, waives, discharges and covenants not to sue Take the Reins Youth Stable for Life, Inc., Harnessing Hope Inc., or Havens Hope Ranch and Stables (including their directors, officers, shareholders, employees, agents, representatives, volunteers, insurers, affiliates, successors, assigns and others acting on Take the Reins Youth Stable for Life, Inc., Harnessing Hope Inc., or Havens Hope Ranch and Stables behalf including, without limitation, independent contractors such as trainers, instructors, veterinary personnel, farriers, equine care providers and maintenance personnel) (collectively the "Released Parties") from all liability, loss, claims, demands, possible causes of action, court costs, attorney's fees and other expenses, known or unknown, anticipated or unanticipated, that may result from any loss, damage or injury (including death) to the person or property of i) the undersigned and ii) each person listed herein by the undersigned which, in any way, results from, or arises in connection with, or relates to, any of These Stable's Equine Activity whether caused by the negligence of the Released Parties or others. The undersigned further hereby agrees to indemnify and hold harmless the Released Parties and each of them from any and all loss, liability, damage or cost they may incur due to the undersigned and each person listed herein by the undersigned being a Participant whether caused by the negligence of the Released Parties or otherwise. The undersigned agrees that the Indemnification Agreement shall also apply as to any loss, liability, damage or cost incurred by persons and their property who have not executed an Equine Activity Release, Assumption of All Risk and Agreement to Indemnify but who the undersigned invited or otherwise encouraged to be a Participant.

I have been advised that students must wear an approved equestrian helmet, that is either approved by or provided by These Stables, when at These Stables and around any horse so as to prevent any horse and equine-related injuries.

Parent /guardian initials _____



C. Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.

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The student is currently covered by accident-medical insurance and will remain insured for the duration of all riding instruction at These Stables.

Name of Insurance Company: _____

Policy number: _____. I further understand that should medical emergency treatment be required, the current insurance information listed here will be provided to the attending clinic or hospital to cover future payments or incurred bills.

D. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, agents, insurers and assigns of the undersigned and shall inure to the benefit of and may be enforced by the Released Parties. **If this Agreement is executed for and on behalf of a Participant who is under the age of eighteen (18) or under some other legal disability, the undersigned hereby represents and warrants that he or she is in fact the legal parent or guardian of said Participant with full rights of custody and control and that this Agreement with all terms contained herein is given on behalf of and is intended to be binding upon said Participant, his/her heirs, executors, administrators, agents, insurers and assigns.**

E. Complete Agreement, Choice of Law, Venue and Attorney's Fees. The terms of this Agreement contain the entire agreement of the parties as to the subject matter set forth herein and shall be governed by the laws of the State of Indiana. In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, then the Agreement shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render its provisions valid and enforceable. The parties agree that for summer horse camps conducted at Harnessing Hope Therapeutic Riding and Driving, Shelby County, Indiana is the exclusive venue for any legal proceedings arising from or related to this Agreement and the Released Parties shall be entitled to recover the costs incurred (including reasonable attorney's fees) from the undersigned in the event that any legal action (regardless of whether a lawsuit is filed) is required to enforce this Agreement.

For summer horse camps conducted at Havens Hope Ranch and Stables, the parties

Continued

Parent /guardian initials _____



E. Complete Agreement, Choice of Law, Venue and Attorney's Fees. (Continued)

agree that Johnson County, Indiana is the exclusive venue for any legal proceedings arising from or related to this Agreement and the Released Parties shall be entitled to recover the costs incurred (including reasonable attorney's fees) from the undersigned in the event that any legal action (regardless of whether a lawsuit is filed) is required to enforce this Agreement.

Indiana Code 34-31-5-1 provides that an equine activity sponsor or equine professional is not liable for: (1) an injury to a participant; or (2) the death of a participant; resulting from an inherent risk of equine activities.

I have read and fully understand this equine activity release and waiver of liability, assumption of all risk and agreement to indemnify. I understand that, by signing this document, I may be waiving and releasing certain important rights which I might have if I did not sign this agreement. I am signing this document voluntarily and without any coercion.

Please print all requested information, below except for the signature

Name of Rider: _____ Signature of Rider: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: ____/____/____

Address of Rider and Parent/Guardian (*street/apt*)
_____ City _____ Zip _____

Phone Numbers of Parent / Guardian: _____ or _____