

**\*\*Assumption of Risks and Acknowledgement of Rights and Responsibilities for Participants in Equine Activities Sponsored by the Gallatin Saddle and Harness Club**

**This document affects your legal rights. You must read and understand it before initialing and signing it.**

In consideration of equine activities or opportunities sponsored by the Gallatin Saddle and Harness Club, its members and all other persons or entities acting in any capacity on its behalf (referred to hereinafter as GSHC), I, \_\_\_\_\_, as a participant in equine activities sponsored by GSHC, either for fee or as a volunteer, hereby acknowledge and agree as follows:

**Duty of Participants**

I have a duty to act in a safe, responsible manner at all times to avoid injury to me, and to others and to be aware of risks inherent in equine activities sponsored by GSHC. Section 27-1-727, MCA, et seq. \_\_\_\_\_ (initials)

I agree to comply with all rules and regulations provided by GSHC, including those given verbally and/or in writing, and to participate in safety meetings and the presentation of any safety materials or meetings that are designed and offered to promote safety in GSHC activities. \_\_\_\_\_ (initials)

I understand that equine drawn equipment has priority and right-of-way over equines under saddle and that if I am riding an equine I can cause danger to myself, my equine or to those riding or driving equine driven equipment by trotting, running, riding too close or in other ways that may trigger the inherent nature of equines to run or become uncontrollable. \_\_\_\_\_ (initials)

I agree to have my equine equipment examined by a GSHC safety officer and will abide with any safety recommendations made or will withdraw from participation in the sponsored event. \_\_\_\_\_ (initials)

OVER

I, or the parents/legal guardian of a minor, agree to pay all costs incurred by GSHC, its members and agents, for damages incurred as a result of my, or my child=s, willful or negligent conduct while participating in equine activities sponsored by HC. \_\_\_\_\_ (initials)

**Risks Involved**

I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant bears certain known and unanticipated, inherent risks that contribute to the unique character of this activity and may be hazardous to participants regardless of all feasible safety measures taken by GSHC. These risks include those inherent in equine activities. \_\_\_\_\_ (initials)

Risks inherent in equine activities are dangers or conditions that are an integral part of equine activities, including but not limited to: a) the propensity of a horse to behave in ways that may result in injury or harm to or the death of persons on or around the horse; b) the unpredictability of a horse=s reaction to such things as medication, sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) hazards, such as surface and subsurface ground conditions; d) collisions with other horses or objects; or e) the potential of another participant to not maintain control over the horse or to not act within the person=s ability. \_\_\_\_\_ (initials)

I understand the risks inherent in riding or driving my equine along public roads where motorized vehicle, bicycle, or pedestrian traffic, or animals fenced in pastures which adjoin such roads, can startle or in other ways cause danger to either me or my equine. \_\_\_\_\_ (initials)

I understand that GSHC sponsored activities will take place on public or private land where there may be ditches, holes, water and other hazards and that there are risks from equines stepping in such holes, ditches, or other hazards and that these hazards may sometimes be covered with snow. \_\_\_\_\_ (initials)

**Representations by Participant**

Knowing the inherent risks, dangers and rigors involved in activities in which I voluntarily choose to participate with GSHC, I certify that I am fully capable of participating in the activity offered. I further certify that if I provide an equine or equines for any GSHC activity, I certify that such equines are appropriately trained for that activity and that I am able to maintain control over these equine to prevent danger to myself and to others. If equines I am using acts inappropriately, I will immediately remove them equine from the premises. \_\_\_\_\_ (initials)

I acknowledge that I, the participant, parent, or legal guardian, should wear an ASTM-standard/SEI certified equestrian helmet while participating in equine activities including those sponsored by GSHC. I understand that the wearing of such headgear while participating in equine activities may reduce the severity of accidents which may occur in an accident involving equines. \_\_\_\_\_ (initials)

**Entire Agreement**

I understand that this agreement between myself and GSHC represents the entire agreement between the two parties and cannot be modified or changed in any way by the representations or statements of any principal, director, officer, agent or employee, volunteer or any other person or entity acting in any capacity on behalf of GSHC or myself.

*My signature below and initials above indicate that I have read this entire document, understand it completely, and agree to be bound by its terms.*

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent/legal guardian if participant is a minor

\_\_\_\_\_  
Date

Emergency Contact

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Optional in case I become incapacitated**

**Accident/Medical Insurance**

I agree that should emergency medical treatment be required on my behalf, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is \_\_\_\_\_ and my policy number is \_\_\_\_\_