


PHOTO CONSENT AND RELEASE

____ YES! I'll smile for the camera.

 Feel free to put my picture anywhere on your website, social media, printed materials or other advertising.

____ No thanks. I'm camera shy! Please do not take or post pictures of me anywhere.

MEDICAL EMERGENCY INFORMATION

In the event of an emergency, contact:

Name _____ Relation _____

Phone _____

Name _____ Relation _____

Phone _____

CONSENT PLAN

In the event that emergency medical aid/treatment is required due to illness or injury during center activities, or while on the property of the agency, I authorize Ten Mile Equestrian Services to:

1. Secure and maintain medical treatment and transportation if needed.
2. Release participant records upon request to the authorized individual or agency involved in the medical emergency treatment.

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached. Consent Signature

_____ Date _____

Parent or legal guardian, if under 18 _____

NON-CONSENT PLAN

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during center activities or while on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place:

Consent Signature

_____ Date _____

Parent or legal guardian, if under 18 _____

RELEASE AND HOLD HARMLESS AGREEMENT

No student will be accepted for equine assisted activities and/or horsemanship instruction and no volunteer accepted for service at TEN MILE EQUESTRIAN or MAX RANGE until this form has been READ, UNDERSTOOD, COMPLETED AND SIGNED by the parent(s) or guardian(s) of a minor or, if the student or volunteer is of legal age and sound mind, by the student or volunteer. Although participation in the program is under strict supervision and every effort is made to avoid injury or accident, the undersigned acknowledges the inherent risks involved in riding and working around horses. This includes bodily injury from horseback riding or being in close proximity to horses. Among other risks, both horse and rider can be injured during normal use or in competition and schooling. In order to provide this valuable service, NO LIABILITY can be accepted by the TEN MILE EQUESTRIAN or MAX RANGE or any of the organizations or persons connected with the above named facility. IN CONSIDERATION for the privilege of riding, and/or working around horses at the TEN MILE EQUESTRIAN or MAX RANGE the undersigned, as self, or as parent(s), or guardian(s) of the named minor, jointly or severally, do hereby agree to release, hold harmless and indemnify TEN MILE EQUESTRIAN or MAX RANGE, its officers, directors, trustees, agents, employees, representatives, successors and assigns from all manner of liability, loss, costs, claims, demands and damages of every kind and nature whatsoever, including but not limited to reasonable attorney's fees, which the undersigned or said minor may now or in the future have against TEN MILE EQUESTRIAN or MAX RANGE, its officers, directors, trustees, agents, employees, representatives, successors and assigns, on account of any accident, damage, injury or illness, physical or mental condition, known or unknown, to the undersigned or said minor, or the treatment thereof, arising as a result of, or in any way connected to, acts or incidents occurring at or relating to TEN MILE EQUESTRIAN or MAX RANGE, its officers, directors trustees, agents, employees, representatives, successors or assigns, including but not limited to their negligence or gross negligence in rendering the services described above or in any way incidental thereto. I have carefully read this agreement and fully understand its contents.

Participant Name (Print) _____ Parent/Guardian
Signature _____

Date _____

**Katherine Brown, Ten Mile Equestrian Services
Riding Instructor/Trainer
3078 Howard Road
Helena, MT 59602
406-422-9778**

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, on behalf of myself (and my minor child)

[Print First and Last Name] _____ [Print Child's Name] _____

I Reside at

[Street Address] _____
[City] _____
[State] _____
[Zip] _____

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **Acknowledge that a horse or mule may, without warning or any apparent cause**, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death. _____
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. _____
3. **Voluntarily assume the risk and danger of injury** or death inherent in the use of the horse, equipment and gear provided to me by Chuck's Trail Riding Adventures, hereinafter referred to as the Stable. _____
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property. _____
5. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders. _____
6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents. _____

7. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Montana** and is intended to be as broad and inclusive as is permitted by **Montana Law (RIDE AT YOUR OWN RISK)**, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. _____

8. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action. _____

9. **State that I am not now pregnant** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding. _____

10. IT IS REQUIRED THAT MY CHILD AND ALL RIDERS UNDER 18 YEARS OF AGE WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I am 18 years of age or older and decline to wear a helmet _____

I understand that it is required to wear a helmet when participating in activities such as eventing (jumping, barrels, omoksee, etc) at any age 0-100 _____

11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the stable, It's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releaseses allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

[Signature] _____ Date: _____

Max Range Stables Liability Waiver

Warning It is the law of the state of Montana that a person is not liable for damages sustained by another solely as a result of risks inherent in equine activities if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities.

Participants (trainer, rider, handler, caretaker, or barn guests) acknowledges that he or she is aware that the risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to:

- The propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around equine;
- The unpredictability of an equine's reaction to such things as medications, sounds, sudden movements, and unfamiliar objects, persons or other animal (s);
- Hazards, such as surface grounds conditions;
- Collisions with other equines or objects;
- The potential of another participant (s) to not maintain control over the equine or to act within the range of the person's ability.

Participants acknowledge that he or she is responsible for his or her own actions and is in the best position to avoid and detect any hazards or foreseeable risks in his or her proximity, and that he or she is in the best position to avoid harm to himself or herself.

Owner/rider is hereby warned by Max Range Stables LLC that all horse handlers and riders should purchase and wear properly fitted and secured protective head gear (equestrian riding helmet), while mounting, riding, dismounting and being around horses. Such helmets may prevent or reduce severity of some head injuries and may even prevent death as a result of a fall or other occurrences. **All owner/riders under the age of 18 are required to use head gear.**

Participants agrees to release, acquit and forever hold harmless Max Range Stables LLC from any and all actions, causes of actions, claims, demands, costs, loss of service, expenses and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damages which may result from Participant's activities while on Max Ranges Stables LLC property, or participating in any horse related activity away from Max Range Stables LLC property, and or near any of the horses leased, owned, or boarded by Max Range Stables LLC.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

Name of Rider: _____ Signature of Rider: _____

Date: _____ Signature of Parent or Guardian of Minor Child or Disabled Person: _____

Relationship to Rider: _____ Date: _____