



# AGREEMENT AND LIABILITY RELEASE FORM

Please read carefully before signing.  
Serious injury may result from your participation in this activity.  
This operator does not guarantee your safety.

I understand that horseback riding and related equestrian activities are classified as rugged adventure recreational sport activities. There are numerous obvious and non-obvious risks always present in such activities despite all safety precautions. No horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance from 3 to 5 feet, and the impact may result in injury. Equestrian activities are the only sport where a much smaller predator animal (the human) tries to control and become one unit of movement with another much larger prey animal (the horse), with each having a 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 include, but are not limited to stopping short, changing direction or speed at will, shifting its weight from side to side, backing, rearing, biting, kicking, or running from danger.

**I AGREE THAT I** (for myself, or on behalf of my child/ward) have been fully warned and advised by One Heart Equestrian Therapy, Inc. and protective headgear which meets or exceeds the quality standards of SEI CERTIFIED STANDARD F 1163 Equestrian Helmet shall be worn while riding, driving, or being near horses. I understand the wearing of such headgear at these times may reduce the severity of some of the wearer’s head injuries and may possibly prevent the wearer’s death as the result of a fall or other occurrence.

**I AGREE THAT** in consideration of One Heart Equestrian Therapy, Inc., allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, agree to hold harmless, release and discharge One Heart Equestrian Therapy, Inc, their owners, agents, employees, officers, directors and others acting on their behalf (herein after collectively referred to 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 One Heart Equestrian Therapy, Inc’s ordinary negligence; and I do further agree that except in the event of One Heart Equestrian Therapy, Inc’s gross negligence and willful and wanton misconduct, I shall not bring any claim, demand, or legal action against One Heart Equestrian Therapy, Inc and their Associates as stated above in this clause, for any economic or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of One Heart Equestrian Therapy, Inc and their Associates to include while riding, driving, handling, or otherwise being near horses owned by or in the care, custody, and control of One Heart Equestrian Therapy, Inc whether on or off the premises of One Heart Equestrian Therapy, Inc. **WARNING UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.**

**PHOTO/VIDEO RELEASE:** Check box to indicate whether you grant One Heart Equestrian Therapy, Inc. the right to photograph, videotape, and/or record me and/or my child/ward; to use my or my child’s/ward’s name face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitations.

Yes  No

### SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement and liability release.

Printed Name of Participant \_\_\_\_\_

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper.

Signature of Participant \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_