**SWAN BROOK EQUESTRIAN CENTER**

**RIDER’S AGREEMENT**

The undersigned rider, individually or as parent or guardian of, and for any person using the facilities of Swan Brook Equestrian Center, accepts the following terms of this agreement while using the facilities of Swan Brook Equestrian Center for any purpose, including, but not limited to, riding horses, training to ride horses, and all activities undertaken in connection with the use of Swan Brook Equestrian Center facilities. This acceptance is intended to govern the rider’s use of Swan Brook Equestrian Center from the date of this agreement and all time forward, unless and until the rider disclaims his acceptance of the agreement by written instrument delivered to an owner of Swan Brook Equestrian Center.

In consideration of being permitted to use Swan Brook Equestrian Center facilities, the property of Swan Brook Equestrian Center, its horses, or the horses of others, including the undersigned’s horse(s), and in consideration of being permitted to participate in horseback riding as part of a lesson program, trail riding, polo, jumping, ground work, training, or other events and activities, the undersigned, individually, and for their legal representatives, heirs, and assigns, hereby expressly assumes and accepts all responsibility for and risk involving in or arising from rider’s use of facilities or presence upon Swan Brook Equestrian Center’s vehicles, horses, or stationary objects, fire, lightning or other acts of God, the unavailability of emergency medical care, hazards or risks associated with subsurface conditions or the negligence or deliberate acts of other persons which may occur while making use of or being present upon or participating in activities upon the premises of Swan Brook Equestrian Center, located in Biddeford, Maine.

By this acceptance of responsibility, rider agrees to hold harmless Swan Brook Equestrian Center, its owners, operators, and its employees and agents, from any and all claims, demands, causes of action, damages, judgements, costs or expenses, including attorney’s fees, which may in any way arise from or be in any way connected with rider’s use of or presence upon the property of Swan Brook Equestrian Center, it’s owner’s property, and the facilities located thereon.

Rider acknowledges that horses, and the use of facilities involving horses, have inherent risks, and there are inherent risks associated with equine activities. The inherent risks include, but are not limited to, the propensity of equine to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping upon, that may result in any injury, harm, death and disfigurement to the person or to the person around them. Inherent risks further include equine reaction to sounds, sudden movement, unfamiliar object, persons or other animals, surface and subsurface conditions, collisions with other animals, the limited availability of emergency medical care, and the potential of a rider to act in a negligent manner which may contribute to the injury of the rider or others, such as failing to maintain control over an animal. Rider acknowledges that horses are unpredictable by their nature and subject to animal whim. Rider acknowledges that the behavior of any animal is dependent upon the ability of the rider.

Rider agrees to abide by and follow all rules of Swan Brook Equestrian Center, which shall be available in written form and/or posted from time t o time.

In the event rider is using rider’s own horse, or a horse not owned by Swan Brook Equestrian Center, rider warrants said horse(s) shall be free from infection, contagious or transmittable disease. Swan Brook Equestrian Center reserves the right to refuse access or use of any horse upon the premises which the owners, operators, or employees of Swan Brook Equestrian Center determines to not be in good health, or is deemed dangerous or undesirable.

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***WARNING***

***UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES***

For more information, see Title 7, Maine Revised Statuses, Section 4101 et seq.

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Rider, being at least eighteen years of age, places their signature below in acceptance of the foregoing terms and conditions:

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Printed Name of Rider

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Rider Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian Date

(If rider is a minor)

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Signature of Owner, Employee, or Date

Authorized Representative of

Swan Brook Equestrian Center

Contact Information in case of emergency:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_

Doctor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hospital Preferred: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Known Allergies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_