

Scouts BSA Riding Waiver

Name of Rider:

Age:

Parent Name:

Will Parent be attending* ___ Yes ___ No

Parent Email:

**Parents are free to attend but there is limited viewing space. Car-pooling is encouraged.
Parents may be asked to remain in the car to help reduce crowding.*

Check List

- Sign Waiver and email back to ringk112@gmail.com
- Riding Boots or a Boot with a one-inch heel
- Pants
- Packed Lunch
- Water Bottle
- Foldable chair for parents

Riding Waiver

I, RIDER: _____ wish to participate in the horse programs, lessons, camps, parties, events, and horseback riding (“Activities”) provided by **Driftless Equestrian LLC, Top of the World Stables LLC, and Kaitlin Ring** (“Parties”). I understand and agree that the use, boarding, handling, training, and riding of a horse involve risk of injury and damage to the horse, property, and equipment involved and to the individuals undertaking such activity. I further understand and agree that any horse, irrespective of its training, past behavior, and characteristics, may act or react unpredictably at any time.

With full awareness of the preceding, I knowingly and voluntarily participate in the *Activities* and accept the possibility of injury to myself and my horse and other property as a risk inherent in the *Activities*. In Consideration of my being permitted to participate in the *Activities* and for other good and valuable consideration, the receipt and sufficiency of which I now acknowledge, I agree to hold harmless of all “parties”. Further I promise and agree as follows.

I _____ the Legal Guardian, of rider _____, who will be further referred to in this document as “rider” wish to allow the rider to participate in the horse programs, lessons, camps, parties, events, and horseback riding (“Activities”) provided by **Driftless Equestrian LLC, Kaitlin Ring**, located at **Top of the World Stables LLC** facilities, (“parties”). I understand and agree that the use, boarding, handling, training, and riding of a horse involve risk of injury and damage to the horse, property, and equipment involved and to the individuals undertaking such activity.

I further understand and agree that any horse, irrespective of its training, past behavior, and characteristics, may act or react unpredictably at any time.

With full awareness of the preceding, I knowingly and voluntarily participate in the *Activities* and accept the possibility of injury to myself and my horse and other property as a risk inherent in the *Activities*.

In Consideration of my being permitted to participate in the *Activities* and for other good and valuable consideration, the receipt and sufficiency of which I now acknowledge, I agree to hold harmless of all *Parties*. Further I promise and agree as follows.

1. Warranties and Representations

1.1 I understand that horseback riding, training, and lessons is a rigorous activity and is physically and mentally demanding. I now warrant and represent that I have the requisite physical fitness and mental alertness to enable me to participate in the *Activities*. I further warrant and represent that I am in good health and free from injury, illness, disease, or other defects which may impair my ability to engage in the *Activities*.

1.2 I recognize the threat of exposure to tetanus in the presence of livestock and

acknowledge my responsibility to obtain inoculation and maintain protection against tetanus, a disease endemic to horses.

1.3 If I am boarding or using a horse owned by me or any acquaintance (and not by **Driftless Equestrian, LLC**) in connection with *Activities*. I warrant and represent that such horse has the proper temperament and health for the *Activities*.

2. Release I, at this moment, release and forever discharge **Parties** and their landlord (**Top of the World Stables**) for the horse barn and riding building. Pastures and all of their successors and assigns of the preceding parties (*collectively, the "Release"*) from any liability for any losses, claims demands, actions, causes of action, damages, cost, and expenses which I may herein after incurring on account of any loss, damage or injury (including death) to my person, horse or my other property, or the consequences thereof, which result from any accident, transaction, event, circumstance, occurrence, act or omission connected with or arising from the *Activities*, whether caused by the negligence of Release or otherwise.

2.1 I release, at this moment, release and forever discharge Parties from any harm, injury or even death that may result from participating in the **Activities** and in connection with the lesson horses provided by **Driftless Equestrian, LLC**.

3. Intent The release contained in paragraph 2 above is intended to be broadly construed to release releasee's from all claims whatsoever arising out of any accidents, transaction, event, circumstance, occurrence, act, or omission, including without limiting the generality of the language in paragraph 2 above any loss, damage or injury (including death) incurred while I or my horse; other property engaged in the *Activities*, whether such loss, damage or injury arises as a result of the actions or omissions of Releases, a third party, a horse or other animal, an act of God or a combination thereof.

4. Indemnity I, at this moment, agree to indemnify, defend and hold harmless Releases. Each of them, from and against any claims, damages, costs, expenses, or liabilities that may occur due to any accident or injury caused by me, the horse or my other property, while engaged in the *Activities*.

5. Miscellaneous

5.1 This agreement shall be binding upon and insured to benefit my heirs, successors, assigns, and legal representatives.

5.2 This release shall be governed by and construed by the law of the state of Wisconsin.

6. Medical Treatment/Emergency

6.1 In the event that I require medical care or treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

7. Horse Temperament, Training and Suitability for Rider.

7.1 While the **Driftless Equestrian, LLC** and **Instructors** working on behave of **Driftless**

Equestrian LLC will make reasonable efforts to evaluate horses suitability for rider, neither party can guarantee that the horse selected for the rider will be suited for the riders skill level or safe for the rider to handle. Horses are large flight animals that have an autonomy of their own, and even horses with a high level of training can act unpredictably and unexpectedly.

7.2 I release, at this moment and forever discharge **Parties** from any injury or death that may result from the unpredictability of riding lesson horses provided by **Driftless Equestrian, LLC**.

7.3 I acknowledge and take full responsibility for the unpredictability of the lesson horse that I will be riding. I further understand that no guarantee of the animals training, temperament or behavior can ever be made nor will I hold **Driftless Equestrian LLC** or their **Instructors** to any guarantee or representation of the lesson horses.

6. **Notice A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon a horse is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481 (1) (e) of the Wisconsin statutes.**

I HAVE READ THE RELEASE AND FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS RELEASE VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name: _____ Date _____

Signature Rider: _____ Date _____

Signature of Legal Guardian: _____ Date _____

Consent to Use of Emails/Videos/Photos:

I understand my/my minor's picture can be taken or that I/my minor can be filmed while participating in Activities at or in connection with Driftless Equestrian, LLC. or when representing Driftless Equestrian, LLC at events. I, at this moment, grant to Driftless Equestrian, LLC and its owners, trainers, instructors, managers, employees, agents, volunteers, photographers, and videographers the right to take, use, publish, and copyright photograph(s) and videos of me/my minor in press releases, advertisements, publication, and promotions by Driftless Equestrian, LLC. Including its website and social media websites, such as Facebook, Instagram, Twitter and YouTube, maintained by Driftless Equestrian, LLC, and its agents and individual employees.

I, at this moment, release Driftless Equestrian, LLC, its owners, trainers, instructors, managers, employees, agents, volunteers, photographers, and videographers from any claims or demands arising out of or in connection with said photography or videography or the publications of said photographs and videos.

Print Name: _____ Date _____

Signature Rider: _____ Date _____

Signature of Legal Guardian: _____ Date _____

Helmet for Riders:

I expressly acknowledge that it is the policy of **Driftless Equestrian, LLC** that SEI certified helmets are **MANDATORY** for any rider under the age of 17 and under **UNLESS EXPRESSLY WAIVED**. I expressly acknowledge that I understand the risks associated with not wearing an SEI-approved riding helmet. I am voluntarily choosing to wear a helmet.

Protective Headgear Offering I, for myself and on behalf of my child and legal ward, have been recommended to wear protective headgear (riding helmet) by the Instructor.

The rider understands that wearing such headgear while mounting, riding and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from a fall or other occurrence. Minors **MUST** wear protective headgear.

Print Name: _____ Date _____

Signature Rider: _____ Date _____

Signature of Legal Guardian: _____ Date _____

What to wear

Be sure to wear long pants and closed-toe shoes in comfortable clothing that allows you to move. Be aware that this is a working barn; therefore, clothing will likely encounter dirt and dust. White or light-colored clothing is not recommended.

All riders must wear a riding boot with a one inch heel at all times when mounted and engaging in equine Activities with or in connection with Driftless Equestrian, LLC.

All riders or participants must wear closed toe-shoes when dismounted and around or in the presents of equine and equine Activities. I release all *Parties* from any injury or harm that results from failing to comply with the closed toe-shoe policy.

Rider _____ Date _____

Signature of Guardian _____ Date _____

Print Legal Name of Guardian _____ Date _____

Medical Authorization:

I permit Driftless Equestrian, LLC owners, managers, trainers, instructors, employees, and agents to seek emergency medical treatment for the participant(s) if they cannot reach any parent or guardian. I agree that I will be responsible for any financial debt incurred by said action.

I recognize the threat of exposure to tetanus in the presence of livestock and acknowledge my responsibility to obtain inoculation and maintain protection against tetanus, a disease endemic to horses.

The following is a list of all insurance information, restriction, allergy, and medication information necessary for me/my minor to receive appropriate medical care:

Please List:

Rider _____ Date _____

Signature of Guardian _____ Date _____

Print Legal Name of Guardian _____ Date _____

Legal Guardian Cell Number _____

Additional Emergency Contact Number _____

Relationship to Additional Emergency Contact _____