

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

Christina Zweig Niehues and Always August Farm LLC

530 Habberton Rd., Fayetteville, AR 72703



PLEASE READ CAREFULLY BEFORE SIGNING

Warning - Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

1. Registration of Riders and Agreement Purpose. I, the following individual hereinafter known as the "Rider," and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding and/or related activities on Always August Farm/Always August Farm LLC's premises and that this Rider will ride a horse provided to him/her by Christina Z. Niehues and/or Always August Farm/Always August Farm LLC, his/her own horse, or one borrowed or leased by Rider's own arrangement, today and on all future dates:

RIDER NAME: _____ Parent or Legal Guardian's Name (if applicable):

2. Agreement Scope and Territory and Definitions. This agreement shall be legally binding upon me, the registered Rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of Arkansas. The term "horse" herein shall refer to all equine species. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I," "me," "my" shall herein refer to the above registered rider and the parents and legal guardians thereof if a minor.

3. Nature of Riding Horses. No horse is a completely safe horse. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts. **4. Rider Responsibility.** Upon approaching or mounting a horse, the Rider shall be responsible for his/her own safety. **5. Conditions of Nature.** Always August Farm/Always August Farm LLC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, trip, kick, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out of door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape. **6. Inspection of Premises.** Rider has inspected Always August Farm/Always August Farm LLC's facilities and trails and is satisfied that all premises conditions are reasonably safe for Rider's intended purpose, usage and presence upon the premises.

7. Accident/Medical and Personal Liability Insurance. Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

8. Protective Headgear Warning. I have been fully warned and advised that the Rider should purchase (or borrow) and wear properly fitting protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, or otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors age 18 and under are required to wear protective headgear

9. Liability Release. In consideration of Christina Z. Niehues and/or Always August Farm LLC allowing my participating in this activity, under the terms set forth herein, I, the Rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release Christina Z. Niehues and Always August Farm LLC, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Christina Z. Niehues's and Always August Farm LLC's ordinary negligence; and I do further agree that except in the event of Always August Farm/Always August Farm, LLC's gross negligence or willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against Christina Z. Niehues and/or Always August Farm, LLC, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operation of Always August Farm/Always August Farm LLC to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Always August Farm.

10. Attorneys' Fees. Should Christina Z. Niehues and/or Always August Farm LLC bring an action in any court of competent jurisdiction to enforce any of the provisions hereof, and prevail in any aspect of such action, Rider agrees to pay reasonable attorneys' fees and court costs incurred by Always August Farm, LLC by reason of such action.

All must sign below after reading this entire document. I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND CORRECT.

Signature of Rider _____ Date _____

Signature of Parent or Legal Guardian _____ (Print Name) _____ Date _____

Address: _____
Email: _____ Phone: _____