



# Stonegate, LLC Horse Riding Agreement & Liability Release Form

## PLEASE READ CAREFULLY BEFORE SIGNING

**Warning - Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.**

Serious injury may result from your participation in this activity. It is hereby agreed to as follows that:

**A. 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 Kansas, USA. Any disputes by the RIDER shall be litigated in and venue shall be Sedgwick County, Kansas, USA. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses whether from the ground or mounted. 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 or legal guardians thereof if a minor.

Trainer/premise owner and farm are: Gail Matheus & Stonegate, LLC, hereinafter known as "STONEGATE" located at: 5261 SW Santa Fe Lake Road, Towanda, KS 67144. Inherent risks of domestic animal activities include, but shall not be limited to:

**B. NATURE OF RIDING HORSES** – No horse is completely safe. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: collisions with other domestic animals or objects, stopping short, changing directions or speed at will, shifting its weight or running from danger. This includes (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals.

**C. RIDER RESPONSIBILITY** – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety. Inherent risks include the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

**D. CONDITIONS OF NATURE** – STONEGATE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, 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 man-made changes in landscape and certain hazards such as surface/ subsurface conditions.

**E. INSPECTION OF PREMISES** – RIDER has inspected STONEGATE facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the STONEGATE premises.

**F. PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by STONEGATE that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and 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 17 and under are required to wear protective headgear.

**G. LIABILITY RELEASE** – In consideration of STONEGATE allowing my participation in this activity, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release STONEGATE its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to STONEGATE ordinary negligence; and I do further agree that I shall not bring any claims, demand, legal actions and causes of action, against STONEGATE and/or its associates, 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 operations of STONEGATE to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of STONEGATE

## SIGNER STATEMENT OF AWARENESS

I/WE, the undersigned, have read and do understand the agreement, warnings, release and the assumption of risk.

\_\_\_\_\_  
SIGNATURE OF RIDER (Both Parents must sign for rider 17 & under)      DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN      For \_\_\_\_\_      DATE \_\_\_\_\_  
(Please Print Rider Name)

\_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN      For \_\_\_\_\_      DATE \_\_\_\_\_  
(Please Print Rider Name)

Address in full: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Emergency Contact: Name & #: \_\_\_\_\_