



Windhorse Liability Release Form

Updated March 2025

Reason for engaging with Windhorse:

- Windhorse Program Evergreen Equine Therapy Utilizing facility Riding
- Guest/Visitor Event/Clinic Other

If Other, please describe:

For valuable consideration the receipt and legal sufficiency of which is acknowledged, I agree with Windhorse Equine Learning, as a condition for allowing me, and the other persons identified below, to enter the property where equine services are provided, and/or to ride or be near horses on that premises.

Participant:

Name: _____ DOB: _____ Date: _____

Gender Identity: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Parent or Legal Guardian

Name: _____ Phone: _____

Email: _____ Relationship: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves “I”, “me”, or “my” throughout this agreement.) This agreement is binding whenever WINDHORSE, now or in the future, permits me to enter the property WINDHORSE operates out of, to be near horses, and/or ride horses on, near, or off of property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises and/or ride horses on, near, or off the property where WINDHORSE operates.
2. I understand that anyone riding or being near to horses (equines) can suffer bodily and other injuries and that there are inherent risks of equine activities, which include but are not limited to the following:
 - a. the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around it;
 - b. the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people, or other animals;
 - c. hazards such as surface or subsurface conditions, collisions with other equine or objects, and many others.
3. Horses are known to kick, buck, rear, bite, run, or spook. I know that any horse can do these things without warning. I understand these and other inherent risks and dangers, and I voluntarily agree to assume them.
4. I am fully responsible for my own safety while on, near, or off of the property where WINDHORSE operates. I understand that WINDHORSE has advised me to wear properly fitted and secured ASTM certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall of other occurrences.
5. I hereby state that I am physically able to undertake all riding/horse/volunteer orientated activities and I have presented WINDHORSE with a medical statement indicating physician's approval if any medical condition(s) do exist. I also state that I will participate in these activities at my own risk. I consider myself or my child physically and mentally capable of participating in all the activities I choose to participate in and have notified WINDHORSE of any medications or conditions that would affect my or my child's ability to participate.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in any way in activities provided by WINDHORSE, it's agents, affiliates, or partners, I, on behalf of myself, my child or our personal representatives, heirs, next-of kin, spouse and assigns, hereby acknowledge and agree that:

1. I am voluntarily using the services, facilities, and equipment of WINDHORSE and have made a free and deliberate choice to sign this agreement. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure engaging in equine activities.
2. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, WINDHORSE and any of WINDHORSE's officers, directors, employees, representatives, agents, independent contractors and volunteers (hereinafter the "Releasees").

3. I agree to INDEMNIFY, DEFEND, SAVE and RELEASE the Releasees, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for death, personal injury, property damage, disability, illness, disease, or damage to me or to spectators or other third parties arising from ANY NEGLIGENCE or FAILURE TO EXERCISE REASONABLE CARE of the Releasees or otherwise.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
5. I EXPRESSLY ASSUME the risk of death, injury or damage that may result from any of the listed or other unlisted, known or unknown, natural or man-made hazards with dangers associated with my participation in activities provided by or associated with the Releasees.
6. I expressly agree that this Liability, Waiver Of Claims, Express Assumption of Risk And Indemnity Agreement is governed by the laws of the State of Montana and is intended to be as broad and inclusive as is permitted by Montana law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Any suit that may bring against the Releasees must be brought in Montana state courts.
7. I agree the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near, or off of the property where WINDHORSE operates as well as when riding horses, on, near, or off of said property. By the term, 'damages', I mean, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, or my heirs, administrators, personal representatives, or assigns release and discharge WINDHORSE, and its respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), whether the sums be known or unknown, anticipated or unanticipated, resulting from or arising out of me or my guest's bodily injury or damage that may be sustained or property damage which may occur as a result of my being on, near, or off of the premises of WINDHORSE equine services.

INDEMNIFICATION:

I also hereby agree to indemnify and hold harmless WINDHORSE, and WINDHORSE'S respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf against all damages sustained or suffered by any third person(s) (people who are not parties to this agreement, including, but not limited to, my relatives, guests, etc.) including any and all injuries or damages whatsoever that I may cause while being on the premises of WINDHORSE equine services, riding or near horses around the property where WINDHORSE operates, and /or riding horses off and on the property where WINDHORSE operates. This indemnification shall also include reasonable attorney fees and costs. I have read this agreement, and had an opportunity to seek independent legal advice prior to signing this agreement and liability release. Montana law shall govern this agreement. Should any clause conflict with state law, that clause will be null and void and the remainder of the Agreement and Liability Release shall remain in effect.

BY SIGNING THIS DOCUMENT I MAY BE WAIVING MY LEGAL RIGHT TO A JURY TRIAL, TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES I MAY SUFFER WHILE ON THE PROPERTY.

Signed Participant Name: _____ Date: _____

Printed Participant Name: _____ Date: _____

Signed Guardian Name: _____ Date: _____

Printed GuardianName: _____ Date: _____

MEDIA RELEASE

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to Windhorse Equine Learning to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending Windhorse activities. I further agree that Windhorse may transfer, use or cause to be used, these photographs, videotapes or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television and internet (including YouTube, Facebook and other social media) without limitations or reservations.

- Yes**, I give permission for photos/videos of myself or my child to be used.
- No**, I do not give permission for photos/videos of myself or my child to be used.

Signed Participant Name: _____ Date: _____

Printed Participant Name: _____ Date: _____

Signed Guardian Name: _____ Date: _____

Printed Guardian Name: _____ Date: _____