



Windhorse Liability Release Form

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.

NAME OF PARTICIPANT: _____

NAME OF PARENTS OR GUARDIANS (if participant is a minor): _____

ADDRESS: _____

PHONE:(HOME) _____ (CELL) _____

EMAIL ADDRESS: _____

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 responsibly 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 participant 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.

Printed Name of Participant

Signed Name of Participant

Date

Printed Name of Parent/Guardian

Signed Name of Parent/Guardian

Date

MEDIA RELEASE FORM

Name_____Birth date_____Male Female Nonbinary

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.

X_____

Signature of Participant	Date
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X_____

Signature of Parent/Guardian	Date
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Montana Code Annotated 2011

- 27-1-727. Equine activity liability limitations.** (1) Except as provided in subsections (2) and (3), an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.
- (2) An equine participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities.
- (3) Subsection (1) does not apply:
- (a) if the equine activity sponsor or the equine professional:
 - (i) provided the equipment or tack and the equipment or tack caused the injury because the equine activity sponsor or equine professional failed to reasonably and prudently inspect or maintain the equipment;
 - (ii) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely engage in the equine activity and the participant's ability to safely manage the particular equine based on the participant's representations as to the participant's ability;
 - (iii) owned, leased, rented, or otherwise was in lawful possession and control of the land or facilities upon which the participant sustained injuries caused by a dangerous latent condition that was known or should have been known to the equine activity sponsor or the equine professional;
 - (iv) committed an act or omission that constituted willful or wanton disregard for the safety of the participant and the act or omission caused the injury; or
 - (v) intentionally injured the participant; or
 - (b) in a products liability action.

Printed Name of Participant

Signed Name of Participant

Date

Printed Name of Parent/Guardian

Signed Name of Parent/Guardian

Date