

# **MARMON VALLEY FARM**

Equine Activity Waiver & Horse Rental Agreement 7754 STATE ROUTE 292 S, ZANESFIELD, OH 43360 www.marmonvalley.com info@marmonvalley.com phone 937-593-8000

Ver 06.13.20

Please carefully read the following liability waiver and rental agreement for horseback riding and/or horse related activity at Marmon Valley Farm, Inc. (herein called MVF) before signing. At MVF we consider safety to be a top priority, so that your riding experience will be a pleasant one. Thank you for your patronage, we hope you have a safe and enjoyable ride.

I am over 18 years of age. I acknowledge that Marmon Valley Farm is providing instruction and/or trail riding which I and/or my minor children as listed under "Registration of Riders" wish to participate. I recognize and acknowledge that my/their participation in such activities and any other activities which may include equine activities, involves the possibility of inherent risks including, but not limited to the following: The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

## Saddle Girth Natural Loosening

I understand that saddle girths may naturally loosen during a ride. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

#### Risks to Unborn Children

**Household Contact Information** 

Because of the inherent risks of riding horses to the safety of unborn children, I understand that MVF advises pregnant women NOT to ride horses.

#### Protective Head Gear¹ (see helmet¹ options described below)

I understand that I can better protect myself against head injuries by wearing ASTM approved protective equestrian head gear while mounting, riding, dismounting and being around horses. Mark a "X" below in the "Rider Registration" table for each rider indicating the appropriate decision regarding the wearing of such equipment on the ride(s) in which you are contracting herein to participate.

#### Weight Limits

If the weight of myself, my minor(s), or others listed on this waiver exceeds 230 LBS, we are required to provide this information and consent to be weighed if so required by MVF.

I/We acknowledge this may affect the availability of horses at our ride time. I/We understand any rider

LBS or more will not be allowed to ride. (refer to posted "Am I too heavy to ride" policy for more details)

## Right To Deny or Offer an alternative riding experience

l agree that the staff at MVF has the right to deny me, my minor(s), or others listed on this waiver the opportunity to ride if MVF staff determine it is not in the well-being of the rider(s) and/or the animal(s) involved. Refunds will be given if riding is denied.

MARMON VALLEY HELMET¹: Request to wear an ASTM Helmet provided by MVF	I request to wear ASTM approved protective equestrian head gear which Marmon Valley Farm will provide, understanding that these may not be of perfect fit for my head, and once provided I will be responsible for properly securing the protective head gear on my head at all times.
MY HELMET1:	I will wear protective head gear which I, the undersigned, am providing and I will accept full responsibility for this decision. I am not relying on
Wear your own Helmet	MVF to determine my head gear's quality or suitability.
NO HELMET1:	
Refuse to wear Helmet	I refuse to wear any type of protective head gear and I accept full responsibility for this decision.

With full knowledge of the above and any other inherent risks which may be associated with equine activities, I hereby consent to our participation in the above described activities, and I (on behalf of myself and/or my children/legal ward(s) agree to waive any and all claims for personal injury or property damage of any kind which my children, I or my heirs, personal representatives and next of kin may have or which may arise against Marmon Valley Farm Inc. as a result of my/their participation in such equine activities, whether or not such injuries or damages result from negligence or legal liability. On behalf of my children herein listed, myself, my heirs, personal representatives and next of kin, I hereby release and discharge Marmon Valley Farm Inc., its successors, assigns, affiliates, directors, officers, employees and agents from any and all liabilities, claims, lawsuits, losses, costs, causes of action and damages of any kind originating or in any way arising from my/their participation in such equine activities.

## **REGISTRATION OF RIDERS**

One Waiver may be used for members of the same household (including parents or guardians and children under 18 years of age). Adult riders registered on this form must sign below indicating they have read and agree to the conditions of this activity waiver and rental agreement.

In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and/or the parent or legal guardians thereof if a minor, do hereby agree to hire from MVF a horse, tack and equipment, personnel and trail for the purpose of trail/instructional riding on horseback. I hereby declare that the terms of this waiver and release have been completely read and understood and are voluntarily accepted for the purpose of my/my children's participation in the activities described herein.

Print Adult/Guardian Name:							Date Signed:		
Street Address:		Date of Ride:							
City:			St:	Zip:	ip: Phone:				
Email:				O Yes, I would like to receive the <i>Pony Express</i> , a monthly email news brief with money saving coupons and updates about special events at the Farm.					
Rider Registration and Agreement									
PRINT ALL RIDER NAMES BELOW: Include only members of the above household on this roster. Use additional forms for additional households.	AGE	Weight if over 230 lbs.	Check if ridden more than 10 hours	SELECT HELMET¹ CHOICE ✓		IOICE 🗸	ADULT SIGNATURE REQUIRED:		
				MARMON VALLEY HELMET	MY HELMET	NO HELMET	I have read and accept the terms of this rental agreement and liability waiver for myself and/or my children listed here. Each <u>adult</u> rider must sign for him/herself.		