

# Albany Therapeutic Riding Center, Inc.

182 Martin Road Ext., Voorheesville, NY 12186

(518) 765-2764

[albanytherapeuticridingcenter@gmail.com](mailto:albanytherapeuticridingcenter@gmail.com)

## Release and Waiver of Liability

My full name is: \_\_\_\_\_

My child or ward's full name (if applicable) is: \_\_\_\_\_

My/ my child/ ward's date of birth (Month/Day/Year): \_\_\_\_\_

Please check one: I would like myself \_\_\_\_\_ or my child or ward \_\_\_\_\_ (the "participant") to engage in horseback riding and/or to volunteer to aid riders who are horseback riding, which includes all activities of any nature whatsoever in conjunction with the use and enjoyment of horses, whether or not mounted, and any equipment utilized or demonstrated, all of which is defined as this "Activity."

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the event of an emergency, please contact:

1. Name: \_\_\_\_\_

a. Relation: \_\_\_\_\_

b. Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_

a. Relation: \_\_\_\_\_

b. Phone: \_\_\_\_\_

In consideration for participating in this Activity, as offered by Albany Therapeutic Riding Center, Inc., as the Participant and in the case that the Participant is a minor or incompetent adult, as the Participants' parent ( the "Parent") or legal guardian (the "Guardian") hereby, on behalf of the Participant and the Undersigned, and their respective wards, personal representatives, executors, administrators, heirs, next-of-kin, spouses and assigns, acknowledge and agree as follows:

1. Acknowledge that this Activity is a potentially dangerous activity and involves numerous obvious and non-obvious inherent risks that may cause serious injury, and in some cases, death because of the sometimes unpredictable nature and irrational behavior of horses regardless of their training and past performance.

2. Acknowledge that this Activity is instructional and not recreational and therefore does not fall within the scope of New York General Obligations Law, § 5-326;

3. Certify that the Participant is capable of participating in this Activity and acknowledge that the undersigned Participant, Parent and/ or Guardian voluntarily assumes the risk and danger of loss, injury, accident, illness, paralysis, loss of personal property, or death and expenses resulting from this Activity or the use of the horses, equipment, and gear provided to the Participant for this Activity;

4. Acknowledge and agree that the Participant who is engaged in an Albany Therapeutic Riding Center, Inc. activity will wear a safety helmet that meets or exceeds the equestrian industry standard; additionally, if the helmet is provided by the Participant, the helmet will meet the above standard;

5. Expressly WAIVE any claim, lawsuit, complaint, charge, or cause of action against Albany Therapeutic Riding Center, Inc., its agents, therapists, board of directors, aides, employees, officers, volunteers, and affiliated organizations by the Participant, Parent and/ or Guardian, as applicable, for any loss, legal liability, damages or costs whatsoever arising out of or related to any loss, injury, accident, illness, paralysis, loss of personal property, or death to the Participant, and to other persons as a result of the Participant's participation, including medical expenses, in this Activity.

6. RELEASE Albany Therapeutic Riding Center, Inc. from any claim that Albany Therapeutic Riding Center, Inc. was negligent in connection with the Participant's participation in this Activity, including but not limited to, training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Albany Therapeutic Riding Center, Inc. or being on the premises on which Albany Therapeutic Riding Center, Inc. operates, which result in loss, damage, injury, or death;

7. INDEMNIFY AND SAVE AND HOLD HARMLESS Albany Therapeutic Riding Center, Inc. from and against any loss, liability, damage or cost Albany Therapeutic Riding Center, Inc. may incur arising out of or in any way connected with the Participant's handling or riding a horse and/or use of saddles, bridles, equipment, and gear provided therewith from or contributed to by the Participant's or Undersigned's own negligence; and

8. Expressly AGREE that this Release and Waiver of Liability is governed by the State of New York and is intended to be as broad and inclusive as is permitted by New York Law, and that in the event any portion of this Release and Waiver of Liability is determined to be invalid, illegal, or unenforceable of the remainder of this Release and Waiver of Liability shall continue in full legal force and effect.

I, the Undersigned, have read this Release and Waiver Agreement and understand that by signing this document, I am waiving valuable rights and/or claims that I may have against Albany Therapeutic Riding Center, Inc.

**The Undersigned:**

I am 18 years of age or older and am competent to contract in my own name. I have read this Release and Waiver or Liability before signing below and I fully understand its contents, meaning, and impact.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Signatory (please print): \_\_\_\_\_

**If Participant is age seventeen or younger, or an incompetent adult, there must be consent by a parent or guardian as follows: I hereby certify that I am the Parent or Guardian of the Participant named above and am signing below as an individual and in my capacity as the Parent or Guardian of the Participant and hereby give my consent without reservation to the foregoing on behalf of the Participant.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Legal Guardian Name of Signature (please print):

\_\_\_\_\_