



Thoroughbred Athletes, Inc.
2851 South Midwest Blvd.
Guthrie, OK 73044

LIABILITY RELEASE

This form must be completed by and for each participant.

PREMISES OWNERS NAME IS HAROLD AND LYNN SULLIVAN, THOROUGHBRED ATHLETES, INC., hereinafter known as THOROUGHBRED ATHLETES.

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN ACTIVITIES ON THIS PREMISES. THOROUGHBRED ATHLETES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS/VOLUNTEERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER/VOLUNTEER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horseback riding and other volunteer activities on premises of THOROUGHBRED ATHLETES, or in any other activity at a location sponsored by THOROUGHBRED ATHLETES and that this RIDER/VOLUNTEER will ride his/her own horse or one borrowed or leased or one being evaluated for adoption by RIDER/VOLUNTEER'S own arrangement today and on all future dates:

NAME: _____ AGE (if under 21): _____

Address in full: _____

Phone Number 1: _____ Phone Number 2: _____
(circle one) home/mobile/work home/mobile/work

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered RIDER/VOLUNTEER, 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 Oklahoma, Logan County. Any disputes by the RIDER/VOLUNTEER shall be litigated in and venue shall be Oklahoma, Logan County.

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, ponies, mules, or donkeys, 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 term "VOLUNTEER" shall herein refer to a person performing services for Thoroughbred Athletes without compensation, other than reimbursement for actual expenses incurred.

The terms "I", "me", "my" shall herein refer to the above registered rider/volunteer and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

- D. NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground, it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. 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: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.
- E. 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 to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.
- F. CONDITIONS OF NATURE – Thoroughbred Athletes 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, 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.
- G. INSPECTION OF PREMISES – RIDER has inspected Thoroughbred Athletes facilities and trails, or of those at any location of an activity sponsored by Thoroughbred athletes, and is satisfied that all premises conditions are reasonable safe for RIDER’S intended purpose, usage, and presence upon the premises.
- H. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
- I. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by Thoroughbred Athletes that the RIDER must 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. Riders are required to wear protective headgear.
- J. LIABILITY RELEASE – In consideration of Thoroughbred Athletes allowing my participation in this activity, under the terms set forth herein, I, the RIDER/VOLUNTEER, and the parent or guardian thereof if a minor, do agree to hold harmless and release Thoroughbred Athletes, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Thoroughbred Athletes ordinary negligence; and I do further agree *that except in the event of Thoroughbred Athletes gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against Thoroughbred Athletes 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 Thoroughbred Athletes, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Thoroughbred Athletes.

All Riders/Volunteers and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS - I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTIONS OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER
OR OF LEGAL PARENT/GUARDIAN OF MINOR

PRINTED NAME OF RIDER
OR OF LEGAL PARENT/GUARDIAN OF MINOR

DATE