



RELEASE AND HOLD HARMLESS

I hereby acknowledge that I have voluntarily applied to participate in an activity of horseback riding or working around horses with **GENTLE SPIRIT HORSES RESCUE & SANCTUARY, INC.** hereinafter referred to as "**GSH**".

I understand that the activity of horseback riding and being around horses involves numerous inherent risks of injury that are my responsibility, and I assume these risks. I further understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright which is a risk to be assumed by each participant in the riding activity.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

To participate in the activity of horseback riding or working around horses, I hereby agree to release **GSH**, any of its owners, agents, employees, or trainers and their agents or employees from liability due to their ordinary negligence, and except in the event of this rescue stable's gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation, against this rescue stable or any of its owners, agents, employees or trainers or their employees 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 or my horse in relation to the premises and operations of this rescue stable, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this rescue stable. This agreement is to be considered continuing in nature beyond this date so long as participant engages in the described activities. The parties agree that **GSH** and trainers shall be entitled to all costs and expenses associated with enforcement of the provisions of this agreement including but not limited to reasonable attorney fees. This contract can only be modified in a written agreement that has been signed by all parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties.

WARNING

Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

Gentle Spirit Horses Rescue & Sanctuary

25573 475th Ave :: Renner, South Dakota, 57055 :: www.gentlespirithorses.com
605.376.1811



I have carefully read and understand this agreement and fully agree with its contents.

Print Name	Date
Participant's Signature	Phone
Street Address	City, State, and Zip
Parent or Guardian Signature	Parent or Guardian Signature
Witness Signature	Date

This is a release of liability.

Do not sign if you do not understand or do not agree with its terms.

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