

Tina and Michael Prout, Owners  
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www.CreeksideEquicenter.com  
horse lovers@gocreekside.com



Equestrian boarding  
Western Pleasure Lessons  
Hunter/Jumper Lessons  
Basic-Intermediate Lessons  
Equestrian Training  
Camps and Clinics

## WAIVER OF LIABILITY AND ASSUMPTION OF RISK

I, the undersigned, wish to ride horses. I understand that riding horses involves accepting certain risks. Those risks include, but are not limited to, the risk of injury resulting from falling from a horse, being stepped on or kicked by a horse, from a horse running into fences, trees, or buildings, and injuries resulting from tripping or falling over obstacles in the riding areas. In addition, I understand that the injuries sustained from riding horses could be serious or could even result in death.

Despite this and other risks, and fully understanding such risks, I wish to ride horses. I hereby assume all the risks of riding horses. I also hereby hold harmless the horse owner, if not my own horse, and the owners of Creekside Equicenter, and agree to defend them against any claims or actions resulting from my riding horses, including all expenses and attorney fees. I hereby release Creekside Equicenter, owners Tina Prout and Michael Prout, and other horse owners with animals stabled there from any and all liability, and I understand that this release shall be binding upon my estate and all my representatives.

I further acknowledge and understand that any horse activity, including, but not limited to, feeding, grooming, handling, even being in close proximity to horses, carries a certain amount of risk. I fully accept this risk for myself and any guests with me. I release Creekside Equicenter, its owners, and/or other horse owners with animals stabled there from any and all liability for any injury or death that may occur from such horse activities while on the premises and indemnify and hold Creekside Equicenter, its owners, and/or other horse owners with animals stabled there harmless against any such liabilities, such indemnification to include attorney fees.

I hereby certify to Creekside Equicenter, its owners, and other horse owners with animals stabled there that I am in good health and do not suffer from any physical limitation that could be aggravated by riding horses.

This release applies to the owners of horses on the premises of Creekside Equicenter, to the owners of Creekside Equicenter, to owners of any equipment on the premises of Creekside Equicenter, and to any of their heirs, successors, and assignees.

I agree to ask the owners of Creekside Equicenter for clarification of any rule or safety procedures, for further instruction as regards anything that I do not understand about the equipment and the animals, or as regards anything else that may affect the safety of, or riding of, horses on the premises. I also acknowledge that the owners of Creekside Equicenter strongly recommend the use of relevant equine safety gear, such as helmets, but do not specifically require its use. As such, I accept full responsibility for any and all injuries whether or not I choose to accept this recommendation.

I have fully read this Waiver of Liability and Assumption of Risk carefully and understand that by signing below I am agreeing, on behalf of myself, my estate, my heirs, representatives and assigns not to sue Creekside Equicenter, its owners Tina Prout and Michael Prout, and/or horse owners with animals stabled there, or to hold him/her/them liable for any injury, including death, from riding horses. I understand the terms of this waiver of liability and assumption of risk, and I intend to be fully bound by this agreement.

### Warning

Under Indiana law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

By virtue of my signature, I acknowledge and agree to all terms and conditions set forth on this form and further acknowledge that I have carefully read this agreement and understand what I am signing.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Date of birth (if < 18 years of age) \_\_\_\_\_

Parent(s) or Guardian of Minor Applicant As the parent(s) or Guardian of the applicant, We/I hereby certify that this applicant (child) is less than 18 years of age. We are/I am aware of the risks incurred in riding horses and the other horse activities described in the waiver and have discussed them with our/my child. We/I have discussed the rules and safety procedures with our/my child and are/am satisfied that s/he understands them. We/I understand that by signing below we are/I am agreeing, along with our/my child, on behalf of ourselves/myself, our/my representatives and assigns, not to sue Creekside Equicenter, its owners, or other horse owners with animals stabled there, or to hold him/her/them liable for any injury, including death, that results from our/my child riding horses or from any other horse activity. We/I understand the terms of this Waiver of Liability and Assumption of Risk, and We/I intend to be fully bound by this agreement.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_  
(Please print) Name(s) \_\_\_\_\_

Street Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephones \_\_\_\_\_ (home) \_\_\_\_\_ (work)  
\_\_\_\_\_ (cellular)