

**EQUINE EVENT PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**  
For Individuals or Families of Adults and Their Legal Minor Age Children and / or Legal Wards

<b>VISITOR/SESSION</b>	<b>2024</b>
NAME OF EVENT, hereinafter referred to as "EVENT"	EVENT DATE(S) and YEAR
<b>6020 W. Wallen Rd. Fort Wayne, IN 46818</b>	
EVENT LOCATION (Street, City, Zip Code)	
<b>Dare To Dream Youth Ranch</b>	
EVENT SPONSOR'S NAME, hereinafter known as "SPONSOR".	
<b>6020 W. Wallen Rd. Fort Wayne, IN 46818</b>	
SPONSOR'S PHYSICAL LOCATION OR ADDRESS (Street, City, Zip Code)	

**READ CAREFULLY BEFORE SIGNING**

- A. **AGREEMENT PURPOSE:** I / WE, the below listed individual(s), and the parent(s) or legal guardian(s) thereof if a minor, hereinafter referred to as the PARTICIPANT(S), do hereby agree to attend and participate in the above named equine EVENT which is sponsored by the above named SPONSOR.
- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the PARTICIPANT, 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 the state and county of the SPONSOR'S physical location. This agreement is intended to be valid and binding at all times now and in the future when the SPONSOR permits me (directly or indirectly) to enter the SPONSOR'S PROPERTY, be on the SPONSOR'S property, be near any horse, receive instruction or guidance from the SPONSOR and / or its associates and / or when I ride, drive, and / or am near horses on or off of the SPONSOR'S PROPERTY. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which the SPONSOR is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the PARTICIPANT(S) and the parents or legal guardians thereof if a minor. The "SPONSOR'S PROPERTY" shall refer to any property the SPONSOR owns and / or occupies by loan, permit, rental or lease agreement.
- C. **PERSONAL MEDICAL COSTS RESPONSIBILITY AND MEDICAL INSURANCE DISCLOSURE:** I / WE AGREE THAT: Should medical treatment be required for any PARTICIPANT(S) for whom I am responsible, that I and / or my medical insurance shall pay for ALL such incurred expenses.  
➔ My medical insurance company is \_\_\_\_\_ My policy number is \_\_\_\_\_  I do not carry medical insurance
- D. **PERSONAL RESPONSIBILITY AND LIABILITY INSURANCE:** I / WE AGREE THAT: I shall be responsible for my negligent acts and the negligent acts of my family members and / or legal wards and animals, and I do carry liability insurance protection for such occurrences now in force under:  
(Check one that applies and provide your insurer's name and policy number).  
 HOMEOWNER'S INSURANCE POLICY  TENANT'S INSURANCE POLICY  PERSONAL LIABILITY POLICY  FARM OWNER'S POLICY  
INSURANCE COMPANY NAME \_\_\_\_\_ POLICY NUMBER \_\_\_\_\_
- E. **INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; 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, encounter and / or confrontation 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, harm, death, or loss to the PARTICIPANT or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the PARTICIPANT. 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 horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. 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; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the SPONSOR to list all possible risks for me.
- F. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The SPONSOR is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements 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, run, or fly near, or bite 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. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the SPONSOR to list all possible conditions for me.

G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING:** I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by the SPONSOR that a protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: If I choose to wear the protective headgear / helmet that I will be responsible for obtaining it and properly securing the headgear / helmet on the PARTICIPANT'S head at all times. I am not relying on the SPONSOR and / or its associates to provide such headgear, and / or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. **LIABILITY RELEASE:** I / WE AGREE THAT: In consideration of the SPONSOR'S allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge the SPONSOR, and their agents, employees, officers, directors, representatives, assigns, members, owners of premises, roadways, and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the SPONSOR'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of the SPONSOR'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the SPONSOR and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the property, premises, and operations of the SPONSOR, to include while riding, handling, or otherwise being near horses owned by me or owned by other third parties, or owned by the SPONSOR, or in the care, custody and / or control of the SPONSOR, whether on or off the premises of the SPONSOR, but not limited to being on the SPONSOR'S premises.

G. **EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

All Legal Age EVENT PARTICIPANTS must sign below after reading this entire document. The Parents or Legal Guardians of minor PARTICIPANTS and of PARTICIPANTS who are under guardianship must sign below after reading this entire document.

**SIGNER STATEMENT OF AWARENESS:**

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, AND I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

**All** legal age EVENT PARTICIPANTS and / or parents and / or legal guardians must sign below:

1. Print Name	Signature	Date
2. Print Name	Signature	Date

**Print Below:** The names and ages of **all** minor children and legal ward EVENT PARTICIPANTS for which I / WE am legally responsible:

1. _____	Age _____
2. _____	Age _____
3. _____	Age _____
4. _____	Age _____
5. _____	Age _____

PARTICIPANT'S Address In Full _____		
Home Phone # _____ Bus. Phone # _____ Cell Phone# _____		
PERSON TO CONTACT IN CASE OF EMERGENCY _____	RELATIONSHIP TO PARTICIPANT _____	( ) _____ PHONE NUMBER

# INDIANA WARNING

Under Indiana 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.

## Indiana Equine Law

BURNS INDIANA STATUTES ANNOTATED

TITLE 34. CIVIL PROCEDURE

ARTICLE 4. SPECIAL PROCEEDINGS

CHAPTER 44. LIABILITY ARISING FROM EQUINE ACTIVITIES

Burns Ind. Code Ann. § 34-4-44-1 (1995)

§ 34-4-44-1. "Equine" defined

As used in this chapter, "equine" means a horse, pony, mule, donkey; or hinny.

§ 34-4-44-2. "Equine activity" defined

(a) As used in this chapter, "equine activity" includes the following:

(1) Equine shows, fairs, competitions, performances, or parades that involve equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three (3) day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding and western games, and hunting.

(2) Equine training or teaching activities.

(3) Boarding equines.

(4) Riding, driving, inspecting, or evaluating an equine, whether or not monetary consideration or anything of value is exchanged.

(5) Rides, trips, hunts, or other equine activities of any type (even if informal impromptu) that are sponsored by an equine activity sponsor.

(6) Placing or replacing horseshoes on an equine.

(b) The term does not include being a spectator at an equine activity.

§ 34-4-44-3. "Equine activity sponsor" defined

As used in this chapter, "equine activity sponsor" means a person who sponsors, organizes, or provides facilities for an equine activity.

§ 34-4-44-4. "Equine professional" defined

As used in this chapter, "equine professional" means a person who, for compensation:

(1) Instructs a participant on riding, driving, or being a passenger upon an equine;

(2) Rents to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine; or

(3) Rents equipment or tack to a participant.

§ 34-4-44-5. "Inherent risks of equine activities" defined

As used in this chapter, "inherent risks of equine activities" means the dangers or conditions that are an integral part of equine activities, including the following:

(1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine.

(2) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals.

(3) Hazards such as surface and subsurface conditions.

(4) Collisions with other equines or objects.

(5) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.

§ 34-4-44-6; "Participant" defined

As used in this chapter, "participant" means a person, whether an amateur or a professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 34-4-44-7. "Person" defined

As used in this chapter, "person" means an individual, an incorporated or unincorporated organization or association, or a group of such persons acting in concert.

§ 34-4-44-8. Limited liability of equine activity sponsor or equine professional

(a) Subject to section 9 [IC 34-4-44-9] of this chapter, an equine activity sponsor or equine professional is not liable for:

- (1) An injury to a participant; or (2) The death of a participant; resulting from an inherent risk of equine activities.
- (b) Subject to section 9 of this chapter, a participant or participant's representative may not make a claim against, maintain an action against, or recover from an equine activity sponsor or equine professional for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activities.

§ 34-4-44-9. Exceptions to limited liability

(a) This section does not apply to the horse racing industry.

(b) Section 8 [IC 34-4-44-8] of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional:

(1) Who:

(A) Provided equipment or tack that was faulty and that caused the injury; and

(B) Knew or should have known that the equipment or tack was faulty;

(2) Who provided the equine and failed to make reasonable and prudent efforts based on the participant's representations of the participant's ability to:

(A) Determine the ability of the participant to engage safely in the equine activity; and

(B) Determine the ability of the participant to safely manage the particular equine;

(3) Who:

(A) Was in lawful possession and control of the land or facilities on which the participant sustained injuries; and

(B) Knew or should have known of the dangerous latent condition that caused the injuries;

if warning signs concerning the dangerous latent condition were not conspicuously posted on the land or in the facilities;

(4) Who committed an act or omission that:

(A) Constitutes reckless disregard for the safety of the participant; and

(B) Caused the injury; or

(5) Who intentionally injured the participant.

(c) Section 8 of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional under the product liability laws.

§ 34-4-44-10. Warning notice to be posted

(a) This chapter does not apply unless an equine activity sponsor or an equine professional posts and maintains in at least one (1) location on the grounds or in the building that is the site of an equine activity a sign on which is printed the warning notice set forth in section 12 [IC 34-4-44-12] of this chapter.

(b) A sign referred to in subsection (a) must be placed in a clearly visible location in proximity to the equine activity.

(c) The warning notice on a sign referred to in subsection (a) must be printed in black letters, and each letter must be at least one (1) inch in height.

§ 34-4-44-11. Warning notice to be included in written contracts

(a) If there is a written contract, this chapter does not apply unless the written contract entered into by an equine professional for:

(1) The providing of professional services;

(2) The providing of instruction; or

(3) The rental of:

(A) Equipment or tack; or

(B) An equine; to a participant contains in clearly readable print the warning notice set forth in section 12 [IC 34-4-44-12] of this chapter.

(b) The warning notice required by subsection (a) must be included in a written contract described in subsection (a) whether or not the contract involves equine activities on or off the location or site of the equine professional's business.

§ 34-4-44-12. Warning notice

The warning notice that must be printed on a sign under section 10 [IC 34-4-44-10] of this chapter and included in a written contract under section 11 [IC 34-4-44-11] of this chapter is as follows:

**WARNING**

*Under Indiana 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.*



## Minor Photo Release Form

Dare To Dream Youth Ranch, 6020 W. Wallen Road, Fort Wayne, IN 46818

I give Dare To Dream Youth Ranch permission to publish in print, electronic, or video format the likeness or image of my child. I release all claims against Dare To Dream Youth Ranch with respect to copyright ownership and publication including any claim for compensation related to use of the materials.

Minor's Name (s) \_\_\_\_\_

Your Name (Parent or Guardian, Please Print) \_\_\_\_\_

Your Signature \_\_\_\_\_

Date \_\_\_\_\_

**General Guidelines:** It is recommended that a release be obtained when photographing or videotaping a minor (under 18). Parent or guardian signatures are required; signatures of minors are not sufficient. When images are published, Dare To Dream Youth Ranch will take cautionary steps to provide minimum identifying information and will not use specific street or mailing addresses, email addresses, or phone numbers. Signed release forms are not needed when subjects are in public places, such as fairgrounds or parks. Photographs or videotaping in private or public schools or youth camps must be done only with school or camp permission and with signed release forms from a parent or guardian of each child. Release forms should be included in school or camp registration materials. It is the responsibility of the photographer or videographer to obtain signed release forms and maintain records. If you have any questions, please contact Dare To Dream Youth Ranch.