

*Fallen Oaks Farm & Stables, LLC*  
*11474 Douglas Rd. Osceola, IN 46561*

## **Waiver of Liability and Assumption of Risk**

I, the undersigned, am aware that equine activities such as horseback riding, feeding, grooming, handling, or just being in close proximity to equine, carries a certain amount of risks which pose potentially serious injury or death to the participants. I understand that horses, even those well trained, are sometimes unpredictable and hard to control. I understand that my horse, or any horse that I use on the property at Fallen Oaks Farm & Stables, LLC may possibly be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the equine activity which I may be engaged in.

I fully accept this risk and release property owners, agents, tenants, employees, volunteers, managers and/or other equine owners from any and all liability for any injury or death that may occur from equine activities and indemnify and hold the property owners, agents, tenants, employees, volunteers, managers, and/or other equine owners harmless against any such liabilities, such indemnification to include attorney's fees.

I also understand the dangers or conditions that are an integral part of outdoor activities on a farm, during day camp but not limited to that time frame, and around any animal on the farm, also include, but are not limited to:

- The propensity of an animal to behave that may result in injury, harm, or death to the persons on or around them; •  
The unpredictability of an animal's reaction to such things as sound, sudden movement, and unfamiliar objects, persons, or other animals;
- Certain hazards, such as surface or subsurface ground conditions, adverse weather, and terrain; •  
Collisions with animals or objects;
- The potential of the participant acting 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 participants ability;
- Injury from equipment, personal property, or first aid whether or not provided by Fallen Oaks Farm & Stables, LLC; •  
Falling or being ejected from a animal;
- Hypothermia, sun stroke, sunburn, or other conditions resulting from exposure to elements;
- Limitations in my physical condition; and
- Encounters with wildlife and nature.

I also hereby certify to the property owners, agents, tenants, employees, volunteers, managers and other equine owners that:

- I am in good health and do not suffer from any physical limitations that could be aggravated by riding equine or participating in other activities around the farm.
- I have been given the opportunity to examine the land, equipment or tack, and the facility at which I plan to participate, and have found the same property to be in good condition with safe equipment, and that proper warning signs are present and are clearly visible and posted in said land or facilities.
- I agree to ask for clarifications of any safety procedures, further instructions in regard to anything that I do not understand about the equipment and the animals, or in regard to anything else that might affect the safety of, or riding of equine and participation in any activity.
- I have been strongly recommended to use the relevant safety gear, such as helmets, long pants, leather boots that will give full coverage of the top of my feet, but am not specifically required to use such safety gear nor check for it. With exception to children attending the day camp, who will be required and we will check for such safety gear. As such, I accept full responsibility for any and all injuries whether or not I choose to accept this recommendation.

With the knowledge of the foregoing, and as an inducement for Fallen Oaks Farm & Stables, LLC to allow me to ride an equine on its property, or to participate in any equine activity, camp or other activity on its property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against Fallen Oaks Farm & Stables, LLC or any of its members, employees, tenants, volunteers or participants, or any land owners over those land I will ride or participate in any activity,

arising from any damages, injury, or death which I might sustain or which I might occur to any horse I am riding as result from my horseback riding, or any activities related thereto. I further agree to indemnify and hold harmless any of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from participating in any activities with Fallen Oaks Farm & Stables, LLC.

Furthermore, I agree to indemnify Fallen Oaks Farm & Stables, LLC, its members, employees, land owners, their families, or tenants for any injury, death, loss, or damage to any personal property which might occur during an equine activity, camp, or social function sponsored by Fallen Oaks Farm & Stables, LLC or any land owner. I also hereby hold harmless the equine owner, if not my own equine, and any property owners, agents, tenants, managers, and agree to defend them against any claims or actions resulting from my riding or being around equine, including all expenses and attorney's fees. I hereby release the property owners, agents, tenants, volunteers, employees, managers and other equine owners from any and all liability, and I understand that this release shall be binding upon my estate and all my representatives.

**With this waiver, I accept notice of the provisions of Indiana Code § 34-31-5, which states in part:  
*Under Indiana law, an equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.***

I further acknowledge that this waiver applies to any and all equipment, and any and all animals owned by the property owners, agents, tenants, other equine owners, and any other owners of any animals associated with the Fallen Oaks Farm & Stables, LLC, and to their heirs, successors, and assignees. 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 the property owners, agents, volunteers, tenants, employees, managers, and/or other owners with animals, or to hold him/her/them liable for any injuries including death. I understand the terms of this Waiver of Liability and Assumption of Risk, and I intend to be fully bound by this agreement.

This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by a representative of Fallen Oaks Farm & Stables, LLC.

**Parent or Guardian of Minor Child:**

I hereby certify that I am the guardian or parent of the minor child named below, and that I have explained and discussed the rules, safety procedures and risks with my child, and give them permission to participate in any and all equine/camp activities at Fallen Oaks Farm & Stables, LLC.

**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: \_\_\_\_\_

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

Printed Name (s): \_\_\_\_\_

Name of Minor  
Child/Children: \_\_\_\_\_

***Administrative Information, please check all that applies***

Horse Owner/Boarder    Leaser    Adult Event Participant

Guardian of Minor Participant (birthday parties, scout events, fall fun, trail rides, lessons, etc.)

Guardian of Minor Camp Participant (Please Circle Child's Group below)

Group A   Group B   Group C   Group D   Group E

