

Assumption of Risk, Waiver of Liability, and Indemnification Agreement



Mystic Mountain Training Center

Read carefully and complete all sections before signing. Please fill out one form per individual visiting Mystic Mountain Training Center (MMTC) and please print clearly.

First Name _____ Last Name _____

Address _____

City, State, zip _____

Phone _____ Email _____

Emergency Contact Info:

First Name _____ Last Name _____

Phone#: (____) _____ - _____

Relationship to participant: _____

Medical Insurance Info:

Insurance Company Name _____

Policy # _____

I do not carry medical insurance.

Safety Questions:

Does the participant have any physical or mental conditions, which may affect his/her safety and ability to participate in MMTC activities?

No Yes If Yes, how can we help them with their special needs? _____

Please check all that currently apply to the participant:

- Age 18 or older
- Under Age 18
- Over 240 lbs
- Under 10 hrs riding experience
- Over 10 hrs riding experience

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all Mystic Mountain Training Center's (hereinafter referred to as "MMTC") activities including, but not limited to, camping, hiking, horse riding, air rifle and archery shooting, challenge course, and canoeing as a student of MMTC (collectively, the "ACTIVITIES"), and that if I participate in any ACTIVITIES provided by MMTC, I will do so for instruction purposes. The ACTIVITIES will take place in, on, and around land, facilities, structures, equipment, trails, courses, and other property owned, installed, and constructed by William and Denise Olczak (the "OWNERS"). For purposes of this agreement, the term "HOSTS" shall be used to collectively refer to MMTC and OWNERS.

STAFF VOLUNTEER POLICY: Regular screening, including background checks, is performed on all staff, board members, volunteers, and other individuals (age 18 and older) involved with Mystic Mountain Training Center (MMTC) operations whom MMTC leadership deems have access to, or influence upon, minors and MMTC operations.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my spouse, children, parents, guardians, heirs, next of kin, estate, executors, administrators, successors, and assigns, including all minor children, and personal representatives or anyone else who might claim or sue on the PARTICIPANT's behalf. This agreement is intended to be valid and binding at all times now and in the future when MMTC permits me (directly or indirectly) to enter, occupy, and use the HOSTS' property, be near any horse or equipment, receiving riding and/or shooting and/or training instruction or guidance from its associates and/or when I ride and/or shoot and/or train and/or am near horses or the HOSTS' equipment on or off of the HOSTS' property. 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 term "HORSE" and "EQUINE" herein shall refer to all equine species. The term "CANOEING" herein shall refer to all water sports activities. The terms "SHOOTING" and "SHOOTING SPORTS" herein refer to all Air Rifle, Archery, and any other Shooting Sports related activities. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor, and the participant's spouse, children, parents, guardians, heirs, next of kin, estate, executors, administrators, successors, and assigns.

INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in, meaning an integral part of horse, canoeing, shooting sports and challenge course activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk 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 animals; 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 a 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 and equine and/or activities equipment and/or failing to act within the ability of the participant. I also acknowledge that these are just some of the risk and I agree to assume others not mentioned above. I am not relying on MMTC to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE AGREE THAT: MMTC 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 mentioned not mentioned above. I am not relying on this stable to list all possible conditions for me. The participant and parent or legal guardian have inspected MMTC's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon MMTC's premises.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR / HELMET WARNING I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by MMTC that 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 and / or driving and / or training 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 am not relying on MMTC and / or its associates to provide a certified helmet for me 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.

MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company shall pay for ALL such incurred expenses.

PHOTO RELEASE I/WE RELEASE: release all rights to photos taken of you or the above mentioned for future use by MMTC, its staff, founders, and/or Board of Directors in any MMTC publications, videos, books, newsletters, etc.

SAFETY AGREEMENT I/WE AGREE: to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings, while waiting for other activities, or while waiting for a participant, without the express permission of a MMTC staff member.

LIABILITY RELEASE I / WE AGREE THAT: In consideration of MMTC allowing my participation in this activity, under the terms set forth herein, I, the participant, 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 MMTC, its owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, 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 MMTC's and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of MMTC's gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against MMTC and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic 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 premises and operations of MMTC, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by MMTC, or in the care, custody or control of MMTC, whether on or off the premises of MMTC, but not limited to being on MMTC's premises, or while participating in any challenge course, shooting sports, or canoeing activities or any other activities.

All Participants and/or Legal Guardians* 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 AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, 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.

Signature or Participant (required for anyone 13 and over)

Date

Signature of Legal Guardian* (required for anyone under 18)

Date

*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process. signed notes are not considered "legal."

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