

## **MINOR**

### **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.**



## **Release of Liability Agreement**

I, \_\_\_\_\_ (**"Parent or Guardian"**), acknowledge that I am fully aware that there are inherent risks involved in any equine activity including, but not limited to, the propensity of an equine to behave in ways that may result in injury, death, or loss of persons on or around the equine; 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 with another equine, another animal, a person, or an object; the potential of other persons to act in a negligent manner that may contribute to injury, death, or loss to the Rider or other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant. Equine activities include, but are not limited to, riding, mounting, dismounting, taking lessons, petting, touching, feeding, watering, leading, walking alongside or near, and/or standing next to or near any horse(s) or equine(s), riding horse drawn vehicles, tractor drawn hayride vehicles or entering stables or fenced areas used by horses or equines.

In consideration of the acceptance of this agreement by French Lick Resort and Casino, LLC and/or WBSH Acquisitions, LLC, their agents, and employees, permitting Rider to engage in equine activities, Rider expressly waives all tort or other civil liability against French Lick Resort and Casino, LLC., WBSH Acquisitions, LLC, Blue Sky Resorts, LLC, Their parents, subsidiaries, and affiliates, and any of their officers, directors, managers, members, shareholders, employees, agents, and representatives (collectively, the "Releasees"), and acknowledges that he/she has no claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Releasees.

Rider acknowledges and expressly agrees to accept and assume all the risks existing in any equine activities and arising out of this agreement. Riders for her/ himself, his/her heirs, parents/guardians, executors, and administrators, hereby voluntarily releases, forever discharges, and agrees to defend, indemnify, and hold harmless the Releasees, their successors and assigns from any and all claims, demands or causes of action which are in any way connected with Rider's equine activities, including, but not limited to, claims arising out of allegedly negligent acts or omissions of the Releasees, any claims for damages for injury or death sustained by Rider, or any animal, person or property, and for any and all claims of any kind or nature arising out of this agreement.

Should the Releasees or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, Rider agrees to indemnify and hold harmless the Releasees for all such fees and costs.

Riders have read this document carefully and fully understands its contents. Rider is aware that this document contains a release of liability and is a contract between the Releasees and Rider.

\_\_\_\_\_  
**Signature of parent or guardian of Minor Rider**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Minor Rider (Please Print)**

\_\_\_\_\_  
**Age**



## **Declaration of Fitness to Ride**

I hereby declare that I am physically fit. I do not suffer and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regards to other persons or myself during horse riding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limbs, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured, French Lick Resort and Casino, LLC and WBSH Acquisitions, LLC, immediately and before moving away from the immediate vicinity.

**I have read the above Declarations, understand them, and I agree to be bound by them.**

\_\_\_\_\_  
**Signature of Parent or Guardian of  
Minor Participant.**

\_\_\_\_\_  
**Name of Parent or Guardian (Please Print)    Date**

\_\_\_\_\_  
**Address of Parent or Guardian**

\_\_\_\_\_  
**Contact No#**

\_\_\_\_\_  
**Name of Minor (Please Print)**

\_\_\_\_\_  
**Date**

**If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor/guide/employee of the insured immediately before you mount the horse or commence and Activities.**