NATURE ACADEMY | HORSE LESSONS PARTICIPANT & PARENT/GUARDIAN RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION & SAFETY AGREEMENT

Nature Academy horse riding and horsemanship lessons

One form per participant. Complete every applicable field before the first lesson.

Participant name: _____ Birth date: _____ Age: _____

Parent/legal guardian: _____ Phone: _____

Email: _____ Emergency phone: _____

1. ACKNOWLEDGMENT OF EQUINE ACTIVITIES AND INHERENT RISKS

I understand that horseback riding, instruction, groundwork, grooming, leading, saddling, mounting, dismounting, feeding, handling horses or ponies, and being at an equine facility involve inherent risks. Horses are large, powerful animals whose reactions cannot be predicted or completely controlled. A horse may bite, kick, strike, buck, rear, bolt, spook, stumble, fall, stop suddenly, pull away, step on or collide with a person, or react to animals, people, vehicles, weather, sounds or equipment. Serious injury, permanent disability, paralysis, brain injury, emotional injury, property loss or death can result. I voluntarily accept these risks for myself or my child.

2. SPECIFIC RISKS

Risks include falls, being thrown or dragged, crushing injuries, horse-to-horse encounters, loose horses, shifting or failed tack, mounting or dismounting, uneven or slippery ground, holes, fences, gates, stalls, corrals, trailers, hot walker, equipment, dust, allergens, insects, wildlife, extreme temperatures, rain, wind, and conduct of other participants, visitors, children or animals. Helmets and supervision reduce some risks but cannot eliminate them.

3. PARENT OR GUARDIAN MUST REMAIN ON SITE

A parent or legal guardian must remain on the property where the lesson is held throughout every Nature Academy lesson involving their minor child. The parent/guardian remains responsible for the child's conduct and supervision before, during and after direct instruction, and for all accompanying children, including nonparticipating siblings. Neither Nature Academy nor the applicable facility provides childcare for spectators or siblings. Children may enter stalls, corrals, arenas, tack areas or other restricted areas only with express permission.

Parent/guardian initials confirming the on-site requirement: _____

4. INSTRUCTIONS, CONDUCT AND REMOVAL

The participant and accompanying adults will immediately follow Nature Academy instructor instructions and applicable facility rules. Walk near horses; do not approach, feed, mount, lead or handle a horse without permission; do not run, yell, fight, throw objects, startle horses or enter restricted areas. Treat horses, people and property respectfully. Nature Academy may change an activity, stop a lesson, remove a participant or deny future lessons if a child does not follow rules, mistreats an animal or creates a safety concern. The facility may also deny access under its rules.

5. SAFETY EQUIPMENT AND HORSE SELECTION

Minor riders must wear a properly fitted and secured ASTM/SEI-certified equestrian helmet whenever mounted and whenever the instructor directs. Appropriate closed-toe footwear and riding clothing are required. No riding if required gear is refused or removed. Nature Academy may select or change horses, require groundwork, or cancel riding based on conditions. No horse is guaranteed safe, regardless of its training, age or past behavior. Disclose experience, physical limitations and relevant medical concerns honestly.

6. LESSON LOCATION AND PRIVATE PROPERTY RULES

Lessons may occur on private residential property or at any arena or other location approved by Nature Academy. This agreement applies at every lesson location. Do not enter homes or use private areas or equipment without permission. Property owners are not instructors or supervisors merely by hosting lessons. Children must be supervised. No dogs may be brought to lessons or lesson property. Follow instructor directions and property rules; no riding double, property destruction or animal abuse. Keep gates secure; do not disturb fencing, watering systems, tack or equipment. Owners may deny access for rule violations. To the fullest extent Utah law permits and subject to Section 8, I agree not to hold Kayla Peterson personally, her helpers, other students, property or arena owners, or Nature Academy as a school liable, and not to sue them, for injury or loss arising from lessons or attendance. This does not waive nonwaivable claims.

7. DAMAGE, PERSONAL PROPERTY AND LOOSE HORSES

To the extent permitted by law, the parent/guardian is responsible for damage caused by their own conduct or that of persons for whom they are legally responsible to Nature Academy, the facility or property where the lesson occurs, or others, including damage to fencing, stalls, equipment or watering systems. Personal property is brought at its owner's risk. Do not chase or catch a loose horse unless specifically instructed. If a participant brings their own horse or tack, that owner remains responsible for securing the horse and for the horse's condition and equipment.

8. RELEASE, ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE

The Released Parties are Nature Academy and Kayla Peterson individually; their family members; instructors, employees, agents, assistants, helpers, volunteers and contractors; the owners, homeowners, co-owners, residents, household members, lessors, tenants, managers and operators of any private property, arena, stable, boarding facility or other premises used for Nature Academy activities; the respective employees, agents and helpers of those persons; horse and equipment owners; and other students, participants and their parents or guardians involved in the activities. Each is an intended beneficiary of this agreement, whether or not named individually or signing it. I voluntarily assume inherent equine risks. TO THE FULLEST EXTENT UTAH LAW PERMITS, I RELEASE AND AGREE NOT TO SUE THE RELEASED PARTIES for claims for injury, death, emotional harm or property loss arising from participation, handling horses, instruction, or presence in authorized activity areas before, during or after lessons, including claims alleging ordinary negligence ONLY TO THE EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED. I sign for my own claims and, for my child, only to the extent legally effective. This agreement does not release gross negligence, reckless or willful misconduct, intentional harm, statutory liability that cannot be waived, or any other nonwaivable claim. It does not guarantee immunity or extinguish rights of people who have not signed.

Parent/guardian initials acknowledging release and agreement not to sue: _____

9. INDEMNIFICATION

To the fullest extent permitted by Utah law, I agree to defend, indemnify and hold harmless the Released Parties from third-party claims, losses and reasonable expenses arising out of my conduct or the conduct of the participant or persons for whom I am legally responsible, except to the extent the claim results from a Released Party's conduct that cannot lawfully be shifted to me. This provision is subject to applicable law.

10. EMERGENCY RESPONSE AND COSTS

I authorize Nature Academy personnel to call 911 when reasonably necessary and to notify me as soon as practical. If I am unavailable, emergency personnel may provide treatment they deem appropriate. I am responsible for my or my child's medical expenses except to the extent another person is legally responsible. I will tell the instructor about relevant allergies, conditions, medications and limitations before lessons.

11. UTAH EQUINE ACTIVITY NOTICE

Under Utah Code 78B-4-201 through 78B-4-203, inherent risks are dangers or conditions integral to equine activities, including an animal's tendency to behave in ways that cause injury, harm or death; unpredictable reactions to sounds, sudden movement, unfamiliar objects, people or animals; collisions with animals or objects; and a participant's negligent conduct, such as losing control of an animal or acting beyond their ability. An equine activity sponsor is not liable for injury or death caused by those inherent risks, subject to the statutory exceptions. This notice does not eliminate liability for negligence or other conduct within those exceptions.

12. GOVERNING LAW AND ACKNOWLEDGMENT

Utah law governs. If one provision cannot be enforced, the remainder continues to the extent permitted by law. I have read this entire agreement; understand serious injury or death is possible; understand the on-site parent requirement and conduct rules; and understand that this document affects legal rights. I have had an opportunity to ask questions. I sign voluntarily. For a minor, I sign as parent or legal guardian on my own behalf and on the minor's behalf to the extent permitted by law.

PARTICIPANT AND PARENT/GUARDIAN SIGNATURES

Participant name: _____

Adult participant signature (if 18+): _____ Date: _____

Parent/legal guardian printed name: _____

Parent/legal guardian signature: _____ Date: _____

Second parent/guardian (optional) signature: _____ Date: _____

Address: _____

Emergency contact / relationship: _____ Phone: _____

Relevant medical information / allergies: _____

_____

Additional rules of each property or arena apply. Prepare a separate signed form for each participant. Each accompanying adult should sign a separate agreement for their own attendance.