

Camper(s) Name: _____

Session: _____

Waukeela Camp for Girls
Horseback Riding Program Agreement

You have requested that your child be permitted to participate in the Horseback Riding Program offered by Waukeela Camp for Girls, Inc. ("Waukeela"). Before your child will be permitted to participate, you must read and sign this Agreement.

1. **Inherent Risks.** Horseback riding is an inherently dangerous sport. It involves working with and around animals that typically weigh from 900 to 1500 pounds. Horse are flight animals and are inclined to run away when frightened. They are unpredictable by nature and have a mind of their own. We cannot control all of the risks involved in horseback riding. Your child will be enrolled in a group lesson with several other riders and horses, which may increase the risk to your child. Some of the risks common to horseback riding include:

- a) the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them;
- b) the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, people or other animals;
- c) certain hazards such as surface conditions and subsurface conditions;
- d) collisions with other horses and objects; and,
- e) the potential of riders to act in a negligent manner that may contribute to injury to themselves or others, such as failing to maintain control over the animal or not acting within their ability.

It is not uncommon for horses to step on toes, kick, bite, trip, fall, or run. Horses may also become agitated by factors within the environment, such as insects, wind, blowing objects, scents, fires, and noise. When horses are agitated or frightened, they may spook, buck, rear, run away, fail to respond to direction from your child or the instructor, or otherwise misbehave. Students who undertake activities which are not authorized by the instructor may cause injury to themselves or others. If any of these possibilities occur, your child may suffer bruises, broken bones, sprains, muscle strains, lacerations, injuries to internal or other vital organs, facial injuries, or, in the worst cases, may be killed or paralyzed. In addition, horseback riding may take place on trails or in other areas where medical attention may be delayed or your child may need to be carried out or otherwise extricated from the situation, causing further injury. In such a situation, a staff member may be required to weigh the risk of moving your child against the need for medical attention, the risk of weather exposure and other environmental risks, and the safety of the other children present. The staff member may be required to make strategic decisions about your child's care in an inhospitable environment without the benefit of full information about the extent or nature of the injuries. While all of our staff members receive training in Basic First Aid and CPR, they are not medical professionals. The conditions and situations in which an injury may occur while horseback riding may increase the risk and extent of injuries to your child.

In the past ten years, the only injuries related to the horseback riding program, other than miscellaneous bumps, bruises, and sprains, have been two dislocated shoulders and broken bones in the extremities of four different children. No child has ever been killed or paralyzed while participating in the riding program at Waukeela; however, you should be aware that serious injuries are possible.

1. **Acknowledgment and Acceptance of Risks; Release.** If you would like your child to participate in the horseback riding program, you must acknowledge that you have been advised of the risks involved in horseback riding and you must agree to accept these risks. By signing below, you do so and agree to remise, release and forever discharge Waukeela, its employees, agents, officers, directors, and shareholders for your child, yourself, and your child's heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that any of you now have or hereafter may have by reason of any injury to or death of your child due to the inherent risks of horseback riding and/or due to any decision of any staff member as to how to respond to any injury to your child while on trail rides or otherwise off of the property of Waukeela.

2. **Consent to Emergency Medical Care.** In the case of any injury or apparent injury to your child while participating in the horseback riding program, you hereby authorize Waukeela and any of its agents, employees, officers, directors and/or shareholders, to seek medical care and attention for your child, including but not limited to arranging for an ambulance to take your child to any medical care facility, transporting your child to any medical care facility and consenting to treatment, medication and/or surgery for your child provided that Waukeela shall contact or attempt to contact you as soon as practicable. In the event that your child is injured while away from Waukeela, you authorize the staff members in charge to take whatever actions they deem reasonably necessary under the circumstances to best protect the health and safety of your child, even if doing so may result in further injury or increased risk to your child. You acknowledge that you shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of your child and hereby indemnify and agree to hold harmless Waukeela for any costs incurred by it on behalf of your child.

3. **New Hampshire Law.** You agree that New Hampshire law shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles.

4. The undersigned, being the parent (custodial parent) or guardian of _____, hereby states under the pains and penalties of perjury that s/he has read this Agreement and understands the consequences of executing this Agreement. S/he executes this Agreement as an instrument under seal, as of the _____ day of _____ (month) in the year of _____.

Parent (custodial parent) or Guardian:

Print Name

Signature

2nd Parent (if divorced):

Print Name

Signature