



IN  
ASSOCIATION  
WITH

gunnercooke  
Equine Law

## Template Third Party Rider Disclaimer Form

The document below is a template form for yard owners who have persons riding horses on their yard, and using their facilities, who are not direct clients via a livery contract, nor are people offering professional paid services on the yard (such as freelance grooms, instructors and trainers). This could be the family, friends or sharers of clients horses. To clarify, **THIS FORM IS NOT SUITABLE FOR THOSE OFFERING PROFESSIONAL SERVICES**

As well as completion of this form, it is advised to ensure that any riders are insured appropriately for leisure purposes for a minimum of third party liability- be it via the horse insurance, or their own independent policy. A copy of such insurance should be requested and retained.

*This form has been adapted from Equine2.com*

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### TEMPLATE THIRD PARTY RIDER DISCLAIMER FORM

#### EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name:

Address:

Telephone:

I hereby enter into this agreement in consideration of my ability and permission to ride OR use any Horse owned by

\_\_\_\_\_ who is kept at \_\_\_\_\_.

1. By signing this form, I hereby acknowledge and confirm the following:

- that I have familiarised myself with the horse I shall be riding or handling
- am competent in the activities I plan to undertake whilst riding or handling the horse
- am familiar and competent in the use of the associated tack and equipment
- am wearing suitable clothing, footwear and protective gear for the activities I plan to undertake
- have suitably assessed and familiarised myself with the facilities I shall be using
- acknowledge and agree that I am fit and able to participate in these activities without restriction or limitation
- that I shall be supervised always by the horse owner on site and only permitted in areas as specified
- that I shall follow instructions from the horse owner and/ or yard owner as necessary
- that I have confirmed with the horse owner I shall be covered under their own insurance policy
- **or** that I hold my own current and valid rider insurance policy (copy required as proof)
- that I am not carrying out any paid services for the horse owner

2. I confirm that at no time shall I be undertaking paid, professional services for the above mentioned owner, nor receiving remuneration in any way from any activity undertaken on the yard (mounted or unmounted). If this is the case, I understand that this agreement is null and void, and that the appropriate insurance must be sought and provided to the yard owner.
3. I recognise the inherent risks involved in riding and handling horses, including but not limited to bites, kicks, abrasions, injuries from falls, slips and trips and allergic reactions. I understand the horse riding is a dangerous sport and as such undertake the activities at my own risk.
4. The proprietor reserves the right to request that riders/ sharers/ loaners/ visitors or any other person using the facilities or accompanying clients do leave in circumstances where in the opinion of the proprietor and/or its management, a person is creating a dangerous situation, riding in a dangerous manner and/or where a person is mistreating a horse or acting irresponsibly. Where a person is asked to leave they must immediately return to their mode of transport and remove themselves from the premises.
5. All clients, and any person accompanying them, must act in accordance with the current UK Government guidance regarding their use of the facilities, including (but not limited to) regular sanitisation, ensuring that no one within their group has any COVID-19 symptoms, and maintaining social distancing at all times while at the premises.
6. Save for death or personal injury caused by negligence, \_\_\_\_\_  
**(Name of Stable or Yard Owner)** nor its owners or employees does not accept any liability for any accident, loss, damage, injury or illness to hirers, riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever during their attendance at the premises in connection with the usage of any of the equestrian facilities. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using the facilities do so at their own risk and the proprietor will not be held responsible for any accident, injury or loss.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Name:

Date:

Participant's Signature:

## **IMPORTANT**

**This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a written agreement should take consideration and their own legal advice as to their particular circumstances.**

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