

## **Janna Kysilko – Dressage Lessons and Training Release, Indemnification, and Waiver of Liability**

**Riding and handling horses can be dangerous. Please initial each paragraph below. This form must be completed and signed before you can receive any lessons or training.**

1. \_\_\_\_\_ I wish to receive and participate in horseback riding lessons and/or training provided by Janna Kysilko.

2. \_\_\_\_\_ Each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities. Risk of engaging in equine activities means those dangers of conditions that are an integral part of equine activities, including but not limited to (1) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons, other animals, other things, or even itself (2) certain hazards such as surface and subsurface conditions, (3) collisions with other equines or objects, and (4) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others.

3. \_\_\_\_\_ I acknowledge and understand that I may fall off a horse or may be thrown off a horse. I knowingly and voluntarily accept and agree that I will not hold Janna Kysilko liable for my injuries, my own property damage, or damage to the property of another, or other loss, or death related to my learning a new activity as part of my horseback riding training. I understand and agree that an instructor may not be held liable for any injuries that his or her students suffer, as there are inherent risks in equine activities.

4. \_\_\_\_\_ I am aware and understand that a horse may behave in an unpredictable and irrational manner, regardless of its training or past performance. A horse may be hard to handle and can, without warning or any apparent cause, stop short, change directions or speed, shift its weight, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, step on a person's feet, push or shove a person, fight with another horse, or make other unexpected or erratic movements. In addition, equipment may fail, saddles, cinches, and/or bridles may loosen, shift or even break. Any of these conditions may cause serious bodily harm or death to myself and/or injury to my horse. I understand that the above-mentioned hazards and risks are described as examples only, as there are numerous other hazards and risks inherent in equine activities.

5. \_\_\_\_\_ **I, on behalf of myself, my family, my heirs, successors, and assigns, and anyone claiming any interest through me or on my behalf, knowingly, intentionally, and voluntarily waive, release, indemnify, and agree to hold harmless Janna Kysilko and all other persons or entities with a property interest, vested or unvested, in Janna Kysilko, from any such actions, suits, claims, damages, and liability, including attorney fees and costs, that I, my family, heirs, successors, assigns, and anyone claiming interest through me, may have for any loss, damage, injury, paralysis, or death to myself or any other person or property arising out of my participation in horseback riding, training, and related activities.**

6.\_\_\_\_\_ I understand that I have been strongly advised to wear a certified helmet and to provide a helmet for any minor children of mine that take riding instruction from Janna Kysilko. I acknowledge and agree that this helmet-wearing requirement is mandatory for minors. **I voluntarily assume the risk of injury, death, or any other loss if I fail to wear a helmet at any time during my training.**

7.\_\_\_\_\_ **ANY MEDICAL OR VETERINARY EXPENSES INCURRED DUE TO ANY TYPE OF INJURY OR ACCIDENT WHILE PARTICIPATING IN LESSONS OR TRAINING WITH JANNA KYSILKO ARE THE RESPONSIBILITY OF THE UNDERSIGNED THROUGH THEIR OWN INSURANCE CARRIER.**

8.\_\_\_\_\_ I certify I am of lawful age (18 years of age or older) and legally competent to sign this Waiver, or that I have acquired the written consent (below) of my parent or guardian. I understand these terms are contractual and not a mere recital, and that I have signed this document of my own free act. If any part of this Waiver is held unenforceable, such part will be stricken and the remainder of this Waiver will continue to be in full force and in effect.

9.\_\_\_\_\_ I affirm that I have read and understood this Waiver completely. By signing below, and by initialing each paragraph, I agree to every item and condition of this Waiver.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Parent or Legal Guardian (if Under 18):** \_\_\_\_\_

**Parent or Guardian (please print):** \_\_\_\_\_

**Name of Horse(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Stable Information (if different from above):** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Preferred Veterinarian/Clinic:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Preferred Farrier:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**NOTES:**