

**To be signed by parent/guardian if the participant is under 18 years of age.**

**Acknowledgement and Assumption of Risk**

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in:

- Equine Assisted Activities and Therapies       Other Equine Event \_\_\_\_\_

**Inherent risks of domestic animal activities include, but shall not be limited to:**

1. The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
2. The unpredictably of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collisions with other domestic animals or objects; and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

**WARNING:**

**Under North Dakota Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. North Dakota Century Code ch. 53-10 <http://www.legis.nd.gov/cencode/t53c10.pdf>**

The undersigned parent and/or legal guardian and participant understand that this activity involves certain risks for physical injury to the participant. We also understand there are potential risks of which may presently be unknown. Because of the dangers of participating in this activity, the undersigned parent and/or legal guardian and participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisors's instructions regarding participation in this activity. The undersigned parent and/or legal guardian and participant understand that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

**The undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.**

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever:

a. **waives, releases, and discharges the State of North Dakota** and its agencies, officers, and employees from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and

b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees (State), from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the State's sole negligence.

Consent is given for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself, the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

**Read Before Signing**

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

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| <p><b>Deliver to:</b></p> <p>Equine Science<br/>Hultz Hall 100<br/>Dept 7630, PO Box 6050<br/>Fargo ND 58108-6050</p> <p>Phone (701) 231-5682</p> |
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