

Anne Kursinski at Elysian Field Stables November 4-6, 2022 Clinic Application

It is our pleasure to have you participate in the 2022Anne Kursinski clinic at Elysian Field Stables. The clinic will be held on Nov. 4th, 5th and 6th.

Name of Rider :
Riders must be older than 12 years old (possible exceptions) to participate in the clinic.
Phone #:
Email:
Name of Trainer:
Current Show Height or Trainer Phone Number:
We are offering 3 levels to riders. Please Indicate the section you wish to enter:
Group 1: 2′6-2′9″
Group 2: 3'-3'3"
Group 3: 3′6″+
Complimentary Auditor's Name:

Health Information: We will be requiring you to follow USEF protocol and health rules. Health certificates, proof of Flu/Rhino vaccination within the past 6 months, and a recent coggins need to be sent to us at least 1 week prior to clinic.

Rider Fees: \$985/ rider (includes 3 days and one free auditor) and stalls are \$295

We must have received this completed application, Elysian Field Stables Waiver, with a nonrefundable deposit of \$330 to reserve a spot, or else your space is not guaranteed.

Clinic deposits, stall fees and waivers must be received by October 1st. Mailing address is:

Elysian Field Stables 182 W 1050 N Chesterton, IN 46304.

For questions please email or call:

Andrew Pappas at apappas@elysianfieldstables.com Elysian Field Stables at 219-440-4300.



Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

y minor child, if applicable,), (Hereinafter	
		, in	
	. Phone number:		
_ Phone Number:	Relationship:		
		y minor child, if applicable, Phone number: Phone number: Phone Number:Relationship:	

In consideration for allowing me (or my minor child) to handle and ride a horse (my own horse, a stable owned horse, or to be on Elysian Field Stables, Inc. (Property) and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, **THE UNDERSIGNED HEREBY**:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned/minor or any person within close proximity of a horse.

2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Elysian Field Stables, Inc..

4. **RELEASE**, **DISCHARGE AND PROMISE NOT TO SUE** Elysian Field Stables, Inc. for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of any saddles, bridles, equipment and gear provided by Elysian Field Stables, Inc..

5. Release Elysian Field Stables, Inc. from any claim that such Elysian Field Stables, Inc. were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Elysian Field Stables, Inc. or being on the premises of the Stable, which resulted in loss, damage, injury or death.

6. **INDEMNITY, AND SAVE AND HOLD HARMLESS** Elysian Field Stables, Inc. from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provide therewith from or contributed to by my or my child's own negligence.

7. Agree to abide by and follow any instructions given or rules established by the Elysian Field Stables, Inc. or any of its employees with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

8. Agrees that the Undersigned has read and understands the following language of Indiana statute: 34-31-5-1 Immunity from civil liability; Section 1: An equine activity sponsor or equine professional is not liable for :(1) an injury to a participant; or (2) the death of a participant; resulting from an inherent risk of equine activities. (b) A participant or participant's representative may not: (1) make a claim against ;(2) maintain an action against; or (3) recover from; an equine activity sponsor or equine professional for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activities.

9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of Indiana and is intended to be as broad and inclusive as is permitted by Indiana law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, or employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

11. ALL RIDERS ARE <u>REQUIRED</u> TO WEAR AN APPROVED ASTM/SEI HELMET AT ALL TIMES WHILE MOUNTED.

(PLEASE INITIAL HERE): _____.

12. Elysian Field Stables, Inc. may take pictures of general activities and horses on the property. Please initial here if you would allow pictures that may include you and/or your horse and possibly posted on the stable website or brochures. (Initial here ______). Comments ______.

<u>13. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or legal</u> guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Elysian Field Stables, Inc. allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability. This signed waiver is valid in perpetuity.

	DOB:		1	1
Boarder/Rider/Guest			Date	
			1	1
Signature of parent or legal guardian if minor is under 18 years of age or 0	Guest		Date	