

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

A. REGISTRATION OF INDIVIDUAL AND PURPOSE OF AGREEMENT: In consideration of the payment of a fee and the signing of this agreement, I the following listed individual, and the parent or legal guardian thereof of any listed minor, do hereby agree to utilize from THIS RANCH a horse, tack, equipment, personnel and the use of a trail and or property for the purpose of horseback riding today and on all future dates:.

Printed name of INDIVIDUAL _____ Age _____ Weight _____ Height _____
Printed name of MINOR[S] _____ / _____ Age[s] of Minor[s] _____ / _____
Printed name of MINOR[S] _____ / _____ Age[s] of Minor[s] _____ / _____

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon the registered rider, and the parents or legal guardians there of if a minor, my heirs, estate, including all minor children and personal representatives; If any clause, phrase or word is in conflict with state law, then that single part is null and void and all other terms shall remain in full force and affect. The term "HORSE" shall refer to all equine species including but not limited to horses, mules, and donkeys. The term "HORSEBACK RIDING" here in shall refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardian thereof if a minor.

C. ACTIVITY RISK: I UNDERSTAND THAT: there are numerous obvious and non-obvious inherent risks always present in equine activities despite all safety precautions. Equine activities are ranked 64th among activities that resulted in an injury requiring a stay at a U.S. hospital. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a 'WILDERNESS EXPERIENCE' and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, SUCH AS FOREST, HILLS, MOUNTAINS, DESERTS, PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMALS, REPTILES, INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE, AND ALSO WANDERING AT THEIR WILL.

D. NATURE OF STABLE HORSES: I UNDERSTAND THAT NO horse is a completely safe horse. Horses are 5 to 15 times larger 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of 3 and one half to 5 and one half feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller weaker predator (human) tries to impose its will on another larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instinct which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

E. RIDER RESPONSIBILITY: I UNDERSTAND THAT while horseback riding the individual is in primary control of the horse. The individual's safety largely depends upon his/her actions. I agree that the individual shall be responsible for his/her safety, and that of an unborn child if the rider is pregnant. THIS RANCH advises pregnant women not to ride horses, unless permission is given under advice of her physician.

F. CONDITIONS OF NATURE: I UNDERSTAND THAT: THIS RANCH is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **EXAMPLES INCLUDE BUT ARE NOT LIMITED TO:** Thunder, lightning, rain, wind, water, cactus, other plants, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

G. CARRY-ON OBJECTS AND SHARP NOISES I UNDERSTAN THAT: individuals should not carry loose items on or around animals which may fall, blow away, flap in the wind bounce or make sharp noises, possibly scaring a horse. **EXAMPLES INCLUDE BUT ARE NOT LIMITED TO:** Cameras, hats not securely fastened under the chin, toys, and purses. Riders should not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

H. SADDLE GIRTHS-NATURAL LOOSENING I UNDERSTAND THAT saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If an individual notices this, he/she should alert the nearest guide or wrangler as quickly as possible.

I. ACCIDENT/MEDICAL EXPENSE: I AGREE THAT should emergency medical treatment be required, I and/or my own accidental/ medical insurance company shall pay for ALL incurred expenses.

J. PROTECTIVE HEADGEAR: I, for myself and on behalf of my child and/or legal ward, have been offered an SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet by THIS RANCH and understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and/or other occurrences. It is understood that RANCH-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE WILL BE RESPONSIBLE FOR SECURING THE HELMET ON THE INDIVIDUALS HEAD AT ALL TIMES. Place initials below in the box before the statement which best describes each individual's choice to wear, or not wear, RANCH-PROVIDED protective headgear:

(_____) PROTECTIVE HEADGEAR ACCEPTANCE: I request to wear protective headgear which this RANCH provides.

(_____) PROTECTIVE HEADGEAR REFUSAL: I refuse to wear any type of protective headgear offered by the RANCH and I/WE accept full responsibility for MY/OUR safety in this decision.

LIABILITY RELEASE: I AGREE THAT: In consideration of THIS RANCH allowing my participation in activity, under the terms set forth herein, I for myself, and on behalf of my child and/or legal ward, heir, administrator, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS RANCH, its owners, agents, employees, officers, directors, representatives, assign, member, owners of premises and trail, affiliated organizations, insurers, and other acting on or for its behalf (herein after, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability; whether the same be known or unknown, anticipated or unanticipated, and do further agree that except in the event of gross negligence or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and cause of action, against THIS RANCH and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of THIS RANCH to include riding, handling, or otherwise being near horses owned by or in care, custody and control of THIS RANCH, whether on or off the premises of THIS RANCH.

ATTORNEYS FEES AND COSTS: I acknowledge that this document is a contract and agree that if a lawsuit is filed against the RANCH AND/OR IT'S ASSOCIATES for any injury or damage in breach of this agreement, the UNDERSIGNED will pay ALL attorney fees and cost incurred in defending such action regardless of outcome or result.

INDIVIDUALS STATEMENT OF AWARENESS

I, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I further attest all facts relating to the applicants physical condition, experience, and age are true and accurate. I UNDERSTAND THAT IMPORTANT RIGHTS ARE BEING SURRENDERED AND THAT BY EXECUTING THIS DOCUMENT THE RANCH AND IT'S ASSOCIATES, and agents, ARE BEING RELEASED FROM THEIR ACTS OF NEGLIGENCE.

SIGNATURE OF INDIVIDUAL AND/OR PARENT OR GUARDIAN

Signature Date _____

Address [optional] _____