

HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS

This form must be completed by and for each participant.

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your participation in this activity. **This stable does not guarantee your safety.**

(A) REGISTRATION OF RIDERS AND AGREEMENT PURPOSE- In consideration of the payment of a fee and the signing of this agreement, I the following listed individual and the parents or legal guardians thereof if a minor, do hereby agree to hire the THIS STABLE a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.

PRINT NAME OF RIDER: _____
AGE (UNDER 21): _____ **YES** _____ **NO** _____
RIDING EXPERIENCE: _____ **BEGINNER** _____ **OVER 10 HRS** _____

Does rider have physical and/or mental health conditions, problems, and/or disabilities which may effect his/her safety and ability to ride a horse?

(Circle one) YES NOif YES, describe here: _____

WRITE INITIALS IN SPACE PROVIDED, AFTER READING EACH SECTION PARENTS OR GUARDIANS MUST ALSO INITIAL

(B) Agreement scope and territory definitions:

_____ This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof of a minor, my heirs, estate, assigns, including all minor children, and personal representative and it shall be interpreted according to the laws of the states and country of THIS STABLE'S physical location. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term 'HORSE' herein shall refer to all equine species, The term 'HORSEBACK RIDING' herein shall refer to riding or otherwise handling of horse, ponies, mules, or donkeys, whether from ground or mounted. The term 'RIDER' shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term 'I', 'Me', or 'MY' shall herein refer to the above registered rider and the parents or legal guardians thereof minor.

(C) Activity risk classification-I understand that:

_____ Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious risks always present in such activity despite all safety precautions.

(D) Nature of stable horses-I understand that; this stable...

_____ Chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders. Yet, no horse is a completely safe horse. If a rider falls from horse to the ground it will generally be at a distance from 3 to 5 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: stopping short, changing directions or speed, shift its weight, bucking, kicking, biting, or running from danger.

(E) Rider responsibility-I understand that...

_____ Upon mounting a horse and taking up the reigns the rider is in primary control of the horse. I agree that the rider shall be responsible for his/her safety; and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given by her physician.

(F) Conditions of nature-I understand that...The Stable...

_____ Is NOT responsible for total or perfect acts occurrences, or elements of nature that can scare a horse causing it to fall, or react in some other unsafe way. **Some examples are:** thunder, lightning, rain, wind, water, wild and domestic animals or insects, reptiles, which may walk, run, fly near, or bite or sting a horse or person, irregular fooling on out of door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural man made changes in landscape.

(G) Carry on objects and sharp noise-I understand that...

Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. (Smoking is not allowed on the rides).

(H) Saddle girths-natural loosening-I understand that...

Saddles girths may loosen during a ride. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible, so action can be taken to avoid slippage of the saddle and a potential fall from the animal.

(I) Accident/Medical Instance-I agree that...

Should emergency medical treatment be required, I and or my own accident/medical insurance company shall pay for ALL such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

(J) Protective headgear offering...

I, myself, and on behalf of my child and/or legal ward, have been offered a SEI CERTIFIED ASTM STANDARD F equestrian helmet by THIS STABLE and do understand that the wearing or such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce severity of some of the wearers head injuries and possibly prevent the wearers death from happening as a result of a fall and other occurrences. Mark 'X' below in the box before the statement which describes your choice to wear, or not to wears, STABLE PROVIDED protective headgear.

- PROTECTIVE HEADGEAR
- PROTECTIVE HEADGEAR REFUSAL: I/WE accept full responsibility for MY/OWN safety in this decision.

(K) Liability release...I agree that...

In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or ward, heirs, administrators, personal representatives or assigns do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereafter referred to as ASSOCIATES) of and from all claims, demands, causes of action and legal liability whether the same be known, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence, and I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation against THIS STABLE and ITS 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 STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING DOCUMENT

SIGNER STATEMENT OF AWARENESS

I/We the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/We further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

Signature of rider

Date

Signature of Parent, Guardian, and/or Spouse

Name of rider (please print)

Address in full: _____

Home Phone _____

Business/Cell Phone _____