

**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 B 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 if a minor, do hereby agree to hire from **the stable**, a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

RIDER NAME	AGE (if under 21)	WEIGHT OVER 240 #	HORSE RIDING EXPERIENCE (Check one which applies)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Beginner (under 10 hours) <input type="checkbox"/> Over 10 hours

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse? Yes No (If Yes, describe here)

WRITE INITIALS BELOW AFTER READING EACH SECTION ---- PARENTS OR GUARDIANS MUST ALSO INITIAL

- B. AGREEMENT: SCOPE AND TERRITORY AND DEFINITIONS B This agreement shall be binding upon the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **the stable**'s physical location. Any dispute by the rider shall be litigated in, and venue shall be, the county in which **the stable** is physically located. If any cause, phrase or word is in conflict with state law, then that single part is null and void. The term AHorse herein shall refer to all equine species. The term AHorseback Riding herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term ARider shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms AI, AMe or AMy shall hereinafter refer to the above-registered rider and the parents or legal guardians thereof if a minor.
- C. ACTIVITY RISK CLASSIFICATION B I UNDERSTAND THAT: HORSEBACK RIDING IS CLASSIFIED AS RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U. S. hospitals. 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 AWILDERNESS 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, FOREST AND/OR HILLS, MOUNTAINS AND/OR 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 MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.
- D. NATURE OF STABLE HORSES B I UNDESTAND THAT **the 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, and **the stable** follows a rigid safety program. Yet, 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 from 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on another much 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 instincts 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 B I UNDERSTAND THAT: Upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. **The stable** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

- F. CONDITIONS OF NATURE B I UNDERSTAND THAT: **The stable 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. Some examples are: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-doors 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 B 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. Some examples are: Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- H. SADDLE GIRTHS B NATUAL LOOSENING B I UNDERSTAND THAT: saddle girths (saddle fasteners around the horse=s belly) may loosen during a ride. If a rider notices this, then he/she must alert the nearest guide or wrangler as quickly as possible so that action can be taken to avoid slippage of saddle and a rider=s potential fall from the horse.
- I. ACCIDENT/MEDICAL INSURANCE B 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 B I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by **the stable** and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-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 this rider=s head at all times. Mark an **AX** below next to the statement, which describes your choice to wear or not to wear, STABLE-PROVIDED protective headgear.

Protective headgear acceptance: I/we request to wear protective headgear, which **the stable** provides.

Protective headgear refusal: I/We refuse to wear any type of protective headgear and/or will provide my/our own. I/we accept full responsibility for my/our safety in this decision.

- K. LIABILITY RELEASE B In consideration of **the stable** allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release **the stable**, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to **the stable=s** ordinary negligence; and I do further agree that except in the event of **the stable=s** gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against **the 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 or legal ward in relation to the premises and operations of **the stable**, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of **the stable**

All Riders and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign.

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 RIDER=S PARENTS OR GUARDIANS

DATE

Address in full: _____

Home Phone _____

Work Phone _____

Cell Phone _____