

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

FOR INDIVIDUALS RIDING ANIMALS ON NON-OWNED PREMISES

This form must be completed by and each participant

Gay Ulrich Smith 2003 Family Trust, Desert Willow Ranch, 53722 Pioneertown Rd., Pioneertown, CA 92268

PREMISES OWNERS NAME, hereinafter known as "THIS STABLE".

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.**

IT IS HEREBY AGREED TO AS FOLLOWS: THAT

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** I, the following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on "THIS STABLE'S" premises, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER's own agreement, today and on all future dates:

Initial: _____

Riders Name: _____ Age(if under 21): _____
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- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** -- This agreement shall be legally binding upon me 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 THIS STABLE'S physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the 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", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

Initial: _____

- C. **ACTIVITY RISK CLASSIFICATION** -- Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance System 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 injury can be severe requiring more hospital day and resulting in more lasting residual effects than injuries in other activities.

Initial: _____

- D. **NATURE OF RIDING HORSES** -- 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 3½ to 5½ feet, and the impact may result injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, 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 not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking; Rearing, Kicking, Biting, or Running from danger.

Initial: _____

E. **RIDER RESPONSIBILITY** -- 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 carryout simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

F. **CONDITIONS OF NATURE** -- This 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bit and/or sting a horse or person; and irregular footing on 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.

Initial: _____

G. **INSPECTION OF PREMISES** – RIDER has inspected THIS STABLE'S facilities and trails and is satisfied that all premises conditions are reasonable safe for RIDER'S intended purpose, usage and presence upon THIS STABLE'S premises.

Initial: _____

H. **ACCENT/MEDICAL AND PERSONAL LIABILITY INSURANCE** -- Should medical treatment be required, I and/ my own accident/medical insurance company **shall pay** for **all** such incurred expenses. My accident/medical insurance company is _____ and policy number is _____. Should my actions or that of my horse cause injury or damage of any kind I and/or my own personal liability shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

Initial: _____

I. **PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by THIS STABLE that RIDER should purchase and wear protective headgear (riding helmet), and that wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence.

Initial: _____

J. **LIABILITY RELEASE** – In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release for ever, THIS STABLE, its owners, agents, employees, officers, members premises owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S 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 or 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 or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handing, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

Initial: _____

ALL RIDERS AND PARENTS OR GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISH. I/WE HAVE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

Signature of Riders (Spouse Must Sign for Themselves) Date: _____

Signature of Parent or Guardian (if rider is under 21) Date: _____

Address in Full

Home Phone