

# HORSE RENTAL LIABILITY AGREEMENT AND ACKNOWLEDGEMENT OF RISK

## The Ranch At Eagle Creek

STABLE 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.

**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 parent or legal guardians thereof if a minor, do hereby agree to hire from This Stable a horse, tack, and equipment, personnel and trail for the purpose of recreational horseback riding today and on all future dates. I further agree to release and discharge This Stable, on behalf of myself, my spouse, children, parents, heirs, assigns, personal representative and estate, from liability as set forth herein.

**Check which one applies:**

NAMES OF RIDERS	Age IF under 21	WEIGHT over 240 # ?	Horse Riding EXPERIENCE
		___ YES ___ NO	___ Beginner ___ Over 10 hours
		___ YES ___ NO	___ Beginner ___ Over 10 hours
		___ YES ___ NO	___ Beginner ___ Over 10 hours
		___ YES ___ NO	___ Beginner ___ Over 10 hours
		___ YES ___ NO	___ Beginner ___ Over 10 hours

Do any of these riders 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** (please circle one) If "yes" describe in margin.

**WRITE INITIALS below after reading each section. Parents or guardians must also initial.**

**B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS**-- This Horse Rental Liability Agreement and Acknowledgement of Risk Form ("Agreement") shall be legally binding upon me the registered rider, and the parents and 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 Washington state and Chelan county. Any dispute by the rider shall be litigated in and venue shall be Chelan county. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, 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 terms "I", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

**C. ACTIVITY RISK CLASSIFICATION**-- I UNDERSTAND THAT: 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 customary safety precautions. I understand such risks cannot be eliminated without jeopardizing the essential qualities of horseback riding. I acknowledge horseback riding, including instruction, could result in serious physical or emotional injury, paralysis, death, or damage to myself, third parties, and my own and others' property. Such injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries resulting from other activities.

**D. ACKNOWLEDGMENT OF RISKS**-- I acknowledge the known and inherent risks of horseback riding include but are not limited to the following: 1) weather conditions that may change quickly, including wind, temperature, rain and snow, lightning, fog and excessive heat and sun; 2) trail conditions, including slippery and loose footing, falling rocks, branches and timber, fences, and motorized and non-motorized traffic; 3) contact with plants, insects, reptiles, and wild or domestic animals; 4) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 5) my own physical condition and/or omissions; 6) my own and other riders attempts to exceed riding skills and/or riding in a reckless manner; 7) injury to a horse or the failure of a horse to respond to a rider's commands; 8) my own failure or that of other riders to follow the safety guidelines and commands/instructions of This Stable's guides, wranglers or instructors; 9) improper use of equipment; 10) inadequate repair or maintenance of This Stable's facilities and equipment; 11) manufacturing or other defects, both apparent and latent, in equipment supplied or used by This Stable; 12) error negligence on the part of This Stable and its instructors, guides, wranglers and other employees, including insufficient instruction or assistance.

Furthermore, This Stable's guides, wranglers and instructors have a difficult job to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

**E. RIDER RESPONSIBILITY**-- 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 and willingness to carry out simple instructions, including pre-ride instructions, and to remain balanced aboard the moving animal. If for any reason I or my minor child do not understand or properly hear such instructions, it is my duty to request and obtain such instruction from This Stable's staff before departing on a ride. I agree not to ride in an unauthorized or reckless manner. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. This Stable advises pregnant women not to ride horses, unless advised otherwise by her doctor.

**PLEASE READ CAREFULLY BEFORE SIGNING and WRITE INITIALS IN MARGIN**

**F. NATURE OF STABLE HORSES--** I UNDERSTAND THAT: This Stable chooses its rental horses for their calm dispositions and sound basic training, yet, no horse is a completely safe horse. Horses are much larger, more powerful, and faster than humans. If a rider falls to the ground it will generally be at a distance of from 4 to 6 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 are not limited to: stopping short; changing direction or speed at will; shifting its weight; bucking; kicking; rearing; biting; or running from apparent danger. Due to the unpredictability of a horse's behavior, no warranty, express or implied, is made as to disposition, suitability, or physical condition of any horse.

**G. CONDITIONS OF TRAILS AND NATURE--** Acts of nature or encounters on trails may occur that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind and wind-driven objects, water, wild and domestic animals, insects and reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on outdoor trails or raw land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. This Stable's trail system includes use of primitive dirt Forest Service roads and trails on which we may encounter unknown pedestrians, riders, or vehicles, motorized or non-motorized, to which the horses may react adversely.

**H. CARRY-ON OBJECTS AND SHARP NOISES--** 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, plastic bags. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

**I. SADDLE GIRTHS-NATURAL LOOSENING--** I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) 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 saddle and a potential fall from the animal.

**J. CONSENT TO MEDICAL TREATMENT--** I consent to any hospital care or medical or surgical diagnosis to be rendered to me as found advisable, for any injury that may arise from participation in activities with This Stable. I also understand that I am solely responsible for all applicable charges for such rescue and medical treatment.

**K. PROTECTIVE HEADGEAR OFFERING --** I, for myself and on behalf of my child and/or legal ward have been offered an equestrian helmet by This 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 of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. 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.

This Stable requires use of a helmet for riders under the age of 18.

**L. LIABILITY AGREEMENT CONDITIONS OF PARTICIPATION--** I hereby release, forever discharge and agree to indemnify and hold harmless This Stable from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of This Stable's equipment or facilities, including any such claims which allege acts or omissions of This Stable.

Should This Stable or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I expressly agree and promise to accept and assume all of the risks existing in horseback riding. My participation is purely voluntary, and I elect to participate in spite of the risks of horseback riding.

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK, AND AGREE TO BE BOUND BY ITS TERMS.

By signing this document, I acknowledge that if I am hurt or any property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against This Stable on the basis of any claim from which I have released herein.

I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

<b>Signature of Riders age 18 or older of Parent/Guardian for minors:</b>	<b>Print Name &amp; Date:</b>	<b>Will you wear a riding helmet? Circle one:</b>
_____	_____	<b>ACCEPT      DECLINE</b>