

This form must be completed for EACH person, regardless of AGE or PARTICIPATION

GENERAL PROGRAM RELEASE OF LIABILITY & RIDING INSTRUCTION AGREEMENT & RELEASE OF LIABILITY FOR INDIVIDUALS

RAWHIDE RANCH ENTERPRISES LLC
6987 West Lilac Road, Bonsall, CA 92003

PLEASE READ CAREFULLY BEFORE SIGNING

For Office Use Only:

Date:

Name/Troop #:

PART 1: GENERAL PROGRAM RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the Rawhide Ranch Enterprises program, its related events and activities, I, _____ the undersigned, acknowledge, appreciate, and agree that: Print Name (parent/guardian)

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist. These activities may include but are not limited to, working with farm animals, driving pony carts, archery, rifle and BB gun shooting, sports and games, swimming, arts and crafts, climbing tower, roping, vaulting (as defined by the American Vaulting Association) and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of THIS STABLE immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE Rawhide Ranch Enterprises, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

PART 2: RIDING INSTRUCTION AGREEMENT AND RELEASE OF LIABILITY FOR INDIVIDUALS

RAWHIDE RANCH ENTERPRISES, LLC, hereinafter known as "THIS STABLE".

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 and the signing of this agreement, I, the following listed individual and the parent or legal guardian thereof, if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THIS STABLE and that this student will either ride his/her own horse or school horses provided by THIS STABLE for instruction purposes, today and on all future dates.

RIDER NAME	BIRTHDATE (if under 21)	WEIGHT*	HORSE RIDING EXPERIENCE (check one which applies)
	__/__/____	If > 220 lbs. Call for restrictions	___ BEGINNER (under 10 hrs) ___ OVER 10 HOURS

Any physical/mental health problems that may affect his/her ability to ride? If yes, describe here:

Yes ___ No ___

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding upon me, the registered student 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 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, whether from the ground or mounted. The terms "STUDENTS" and/or "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 student 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 safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among 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.

D. NATURE OF THIS STABLE'S SCHOOL HORSES - I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm disposition and sound basic training as is required for use for STUDENT RIDERS and THIS STABLE follows a rigid safety program, yet no riding 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 in injury to the rider. Horseback riding is the only sport where one much smaller, weaker 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 are not limited to: stopping short, changing direction or speed at will, shifting its weight, bucking, rearing, kicking, biting or running from danger.

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 to carry out simple instructions and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE - I UNDERSTAND THAT: 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 or bite or sting a horse or person; 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.

G. SADDLE GIRTHS/NATURAL LOOSENING - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during riding. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

***H. ACCIDENTAL/MEDICAL INSURANCE** - 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 the policy number is _____.

I. PROTECTIVE HEADGEAR WARNING - I UNDERSTAND THAT: Protective headgear, (equestrian riding helmet), is required and provided for all riders and that I will wear the protective headgear as instructed by the Rawhide Ranch staff. I also understand that I may provide my own protective headgear, but that it must meet or exceed ASTM Standard F1163-95. I also understand the 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 the result of a fall or other occurrence.

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 THIS STABLE, its owners, agents, employees, officers, members, premises owners 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 of action and/or litigations against THIS STABLE and ITS ASSOCIATES, as stated above in this clause, for any economic or non-economic losses due to bodily injury, death or 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, handling or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

K. Knowing these facts I nevertheless, in consideration of your acceptance of this form, charge and hold harmless **RAWHIDE RANCH ENTERPRISES, LLC**, its owners, board of directors, officers and all individual members thereof and all other persons and organizations in any way connected with the events, property, boarding, lessons, camps or any other activity described herein, their representatives, heirs, executors, administrators and assigns from any and all right, claim or liability for damages of any kind or nature that I might have as a result of or arising out of my participation in any activity.

ALL RIDERS/CAMPERS (over 18) OR PARENTS/LEGAL 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 risk. I/we further attest that all facts relating to the applicant's physical condition, experience and age are true and accurate. This is to certify that I/we do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my (or minor child's) involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

Please print rider/camper name

Signature of Rider/Camper (if over 18)

Date

Signature of Parent/Guardian

Date

Address

City/State/Zip

()

Cell Phone

()

Home Phone

