

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS

This form must be completed by and for each participant

Toad Mountain Ranch and Resort, Inc.

STABLE NAME, hereinafter known as **"THIS STABLE"**.
LOCATION OR ADDRESS Osage, MN and Fargo ND

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 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 instructional purpose, today and on all future dates:

RIDER NAME	AGE (If under 21)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (Check one which applies)
1.	_____	<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 a physical or mental condition, which may affect his/her safety and ability to ride a horse, of which we should be aware?
Yes No (Circle One) If "yes", how can we help this rider with his/her special needs?

- 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 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. 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 horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "STUDENT 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 approximately 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.
- D. **NATURE OF THIS STABLE'S SCHOOL HORSES** I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm dispositions 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 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 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 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** 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, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.
- F. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES** 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, lightning, rain, wind, 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-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. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.
- G. **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 riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.
- H. **ACCIDENT/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 my policy number is _____.
- I. **PROTECTIVE HEADGEAR WARNING** I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.
- J. **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 legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, 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 negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, 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, 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 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, & AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Spouses must sign for themselves.) _____

DATE _____

for _____ DATE _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE # 1 NAME (Please Print)

for _____ DATE _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE # 2 NAME (Please Print)

Address in full: _____

Home Phone #: _____
Bus. Phone #: _____