

Horse Riding Agreement and Liability Release Form For an Individual Riding This Outfit's Horse

PLEASE READ CAREFULLY BEFORE SIGNING

Seventy-Seven Outfit, 11374 Highway 550, Durango, Colorado 81303 hereinafter known as the "OUTFIT"

I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardians thereof if a minor, do hereby voluntarily request the services and agree to participate in horse riding with this OUTFIT, and in consideration of the payment of a fee and the signing of this agreement, I do hereby agree to hire from this OUTFIT a horse, tack and equipment and guide for the purpose of horseback riding today and on all future dates.

Rider Name (please print) _____

Age _____ Height _____ Weight _____

Describe horse riding experience _____

Does the rider have health concerns this outfit need be aware? (Circle one) Yes No

Does the rider have disabilities or special needs which may affect his/her safety and ability to ride a horse, of which this outfit need be aware? (Circle one) Yes No

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- A. 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 OUTFIT'S physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which this OUTFIT 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" 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 terms "I", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.
- B. 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. I/WE further understand that the RIDER will be participating in a backcountry 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, as of forest, and/or hills, and/or mountains, and/or plains, and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species which are not tame, may be savage and unpredictable in nature and also wandering at their will.
- C. Nature of Riding Horses I understand that no horse is a completely safe horse. 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 each 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 direction or speed at will, shifting its weight, bucking, rearing, kicking, biting or running from danger.
- D. 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. The RIDER shall be responsible for his/her own safety, and that of the unborn child, if the RIDER is pregnant. This OUTFIT advises pregnant women not to ride horses.
- E. Conditions of Nature This OUTFIT 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. Examples include thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person, and irregular footing on wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape.

- F. Carry-on Gear 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 that can scare horses. RIDERS must not make sharp, loud noises, such as screaming or yelling.
- G. Saddle Girths I understand that saddle girths may loosen during a ride. If a rider notices this, he/she must alert the guide as quickly as possible so action can be taken.
- H. Protective Headgear Warning I agree that I have been fully warned and advised by this OUTFIT that RIDERS under age 21 are recommended to wear protective headgear and that by wearing such headgear, they may prevent or reduce the severity of some head injuries, and may prevent death from happening as the result of a fall or other occurrence.
- I. Liability Release Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes. I agree that in consideration of this OUTFIT 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 OUTFIT, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to this OUTFIT'S ordinary negligence; and I do further agree that except in the event of this OUTFIT'S gross and willful negligence, I shall bring no claims, demands ' actions and causes of action, and/or litigation, against this OUTFIT 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 OUTFIT, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this OUTFIT.

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

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| 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 participant are true and accurate. |
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| Signature of Rider | Date |
| Signature of Parent or Guardian | Date |
| Address | |
| Home Telephone Number | |

Financial Detail

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| Trip Cost Per Person | \$ |
| 50% Non-refundable Deposit Due at Booking | \$ |
| Remaining Balance Due at Time of Trip Departure | \$ |
| Final Payment Received by | <input type="checkbox"/> Cash <input type="checkbox"/> Check # |

Thank you for your business!