2012 Equine Activity Release

Natural Valley Ranch LLC

Name: _____ **Phone #** _____

Alt phone #_____ **Address**: _____

Emergency Contact: _____

e-mail address _____

This Riding Agreement is for_____ hour(s) of rental time and will be retained on file in the event the Rider engages in this activity at this location in the future.

I **X** _____do herby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death
2. Possible equipment failure and/or malfunction of my own or others' equipment
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of Natural Valley Ranch/Chuck and Marie Damler, including but not limited to operator error.
4. The propensity of equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity of an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a persons feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

The Rider and the owner have come to an agreement as set forth in this contract. Both parties understand their responsibilities during the term of this Riding Agreement. Any changes to the terms as set forth here are to be made in writing, signed and dated by both parties.

Initials _____ **x (over)**

WARNING

Under Indiana 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.

In consideration for being permitted to participate in any way in Trail Rides and related activities, I herby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasees.

Chuck/Marie Damler DBA Natural Valley Ranch LLC

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes or action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Natural Valley Ranch that we should wear a properly fitted "ASTM/SEI" (Equestrian Standard) helmet while riding horses in order to reduce some of all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

   AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION BY INITIALING HERE _____

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND IT TERMS, AND UNDERSTAND THAT I HAVE GIVE UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ _____ _____

Signature of Adult Participant Date Name of Adult Participant (please print)

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Riders under 16 years of age are required to wear helmets. Parents may waive this rite for riders 16-17 years of age by initialing here_____

X_____ _____ _____

Signature of Parent or adult legal Guardian. If Participant is a Minor by their signature, they on my behalf release all claims that both they and I have

Date

Name of Parent or adult legal Guardian (Print)

_____

Minors Full Name

DECLARATION OF FITNESS TO RIDE

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and sever joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I herby declare that I have no physical or mental conditions that should preclude my from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if any injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of Natural Valley Ranch, LLC immediately and before moving away from the immediate vicinity.

I have read the above Declarations, understand them, and I agree to be bound by them.

Name of participant	Signature	Parent/Guardian Signature

If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor/Guide/Employee of Natural Valley Ranch LLC. Immediately before you mount the horse or commence any activities.