

Back in the Saddle Benefit Ride Assumption of Risk and Release

This document limits your right to recovery of damages in case of bodily injury or property damage. Read it carefully before signing. Through participation in this recreational activity, you are exposing yourself, your property and others to a substantial and serious risk of property damage, personal injury, or death. In consideration of my being allowed to participate in the Back in the saddle benefit Ride,

I assume all risks and responsibilities for the safety of myself, my animals, and my property, as well as the safety of the persons, animals, and any property of any minor who accompanies me. I hereby RELEASE, WAIVE, DISCHARGE, AND CONVEYANT NOT TO SUE the Back in the saddle benefit Ride, its officers, employees, and agents, and the land owners over who's land I will pass, their officers, employees, and agents referred to collectively hereafter as "Trail Ride Agents" from all liability to myself, my personal representative or estate, assigns, heirs and next of kin, for any and all loss or damage, and any claims and/or demands during the Back in the saddle benefit Ride.

If I am accompanied by a minor, in further consideration of my being allowed to bring such minor or minors with me, I hereby agree to indemnify the Back in the Saddle benefit Ride agents and hold them harmless for all liability to such minor or minors, such minor's parents, personal representative or estate, heirs or next of kin, on account of such minor's presence in the ride. I hereby agree that I assume all responsibility for the conduct and safety of any minor and any minor's property. I hereby warrant and represent that I am physically able to participate in the Back in the Saddle Benefit Ride

I hereby assume the responsibility of physical fitness and capacity to perform such activities. I acknowledge and agree that the use of all services and/or facilities of the Back to the Saddle benefit Ride agents in connection with such activities is at my own risk. I hereby warrant and represent that I am of lawful age and legally competent to sign this RELEASE; that I understand that the terms of the RELEASE are contractual; and the RELEASE shall be binding on my personal representative or estate, assigns, heirs and next of kin and that I have signed this RELEASE as my own free act.

I hereby state that if any part of the RELEASE is found not to be legally binding on me, all other parts of the RELEASE shall be binding on me and continue in full force and effect. I further warrant and represent that I shall comply with all policies and obey all rules and regulations of the Trail Ride agents, included those outlined herein. I hereby also agree that if I am asked by Back in the Saddle Benefit Ride agents to discontinue my participation in the Back in the Saddle Benefit Ride, and leave the private land over which I am passing, I will do so immediately and I will not hold Back in the Saddle Benefit Ride agents liable for any expenses incurred by me in doing so.

I understand that participation in the activities of this recreational trail ride involves inherent risk of serious injury, including permanent disability or death. I further understand that such risks include, but are not limited to, the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;

4. A collision with another equine, another animal, a person, or an object;

5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

CAUTION: THIS IS A RELEASE! I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK BY CAREFULLY READING IT BEFORE SIGNING IT.

Applicant's Name _____ -

Applicant's Signature _____

(parent or legal guardian if under 18)

DATE _____