

# CNY Event Ranch Trail Ride Equine Waiver

8341 State Route 104 Oswego NY 13126

#315-564-3183

Dear Rider,

From the staff of CNY Event Ranch, we ask:

- Riders under 18 must wear a helmet, we recommend everyone wear a helmet.
- Riders are booked by appointment only.
- Groups of 2-5 people per appointment
- All riders must be over the age of 11 and under the weight of 240lbs.
- All riders must be wearing long pants.
- Boots with a 2 inch heel are highly recommended.
- No open toed shoes.

#### **Ride Cancellation Policy -**

- We reserve the right to cancel if trail or weather conditions are prohibitive for an enjoyable and safe ride.
- NO REFUNDS! You may reschedule but must before 48 hours of ride.
- It takes hours to prepare for your ride with us so please be considerate of our time.

#### **Day of ride -**

- Please call to confirm the ride 30 minutes in advance.
- All riders need to arrive 10 minutes before scheduled time.
- All riders can pay with cash in store 24 hours in advance or credit card in advance online or in store.

Sincerely,

The staff at CNY Event Ranch.

X

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SIGN HERE

All riders must sign their own name.

Release and Hold Harmless Agreement for Equine Activities The participant signing below assumes the unavoidable risks inherent in all horse-related activities, including but not limited to, bodily injury and physical harm or death to horse, rider, and spectator. In addition, the Participant is hereby provided notice that this facility allows breeding stallions, mares, gelding, and young horses in its facility. The Participant signing below assumes the unavoidable risks inherent in the riding, handling, and presence of such animals, including, but not limited to, bodily injury and physical harm to horse rider, and spectator. In consideration, therefore, for the privilege of riding and/or working around horses at CNY EVENT RANCH Equestrian Center & Camp, located at 8341 STATE ROUTE 104, the Participant does hereby agree to hold harmless and indemnify CNY EVENT RANCH Equestrian Center & Camp and any of its employees, and further release each from any liability or responsibility for accident, damage, injury, or illness to the Participant, or to any horse owned by the Participant, or to any family member or spectator accompanying the Participant on the premises. If Participant is a minor, Participant is required to wear an approved riding helmet and must have Participant's parent or guardian sign this agreement. If Participant is 18 years or older and does not wish to wear an approved riding helmet, Participant must sign below to that effect. Liability Statement New York passed the Inherent Risk Bill (HB 2650) which pertains to equine activities. The law now states that those who choose to participate in equine activities assume an inherent risk. Horses, just because of their size and temperament, can cause injury without incurring a liability for the owner. That is, a horse may step on someone's foot., or buck when stung by a bee, and the owner is not liable. The primary responsibility of the owner is to provide a sound horse and proper tack, Signature of Participant (and Parent/Guardian if under 18): Option for Over the Age of 18 Only I fully understand that when working with, around, or riding horses there is an inherent risk involved; however, I do not wish to wear the recommended approved riding helmet while participation in the horse-related activities at CNY EVENT RANCH Equestrian Center and Camp.

I have read completely and understand this release and the Liability Statement of the Inherent Risk Bill (BH 2650).

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. If I should require medical care or treatment, I authorize CNY Event Ranch to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred because of such treatment. I am

aware and understand that I should carry my own health insurance. I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the CNY Event Ranch official or agent, regarding my approval to participate in the Activity. I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CNY Event Ranch and ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CNY Event Ranch FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of CNY Event Ranch, its agents, and employees. I agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of law principles. This Release supersedes all previous oral or written promises or other agreements. If any damage to equipment or facilities occurs because of my or my family's or my agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for all costs associated with any such actions of neglect or recklessness. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION. THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

PARENT / GUARDIAN WAIVER FOR MINORS In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows: I HEREBY CERTIFY that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian of minors: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fill out all the listed information, email to sales@cnyranchsupplyandfeed.com – Subject your name and day of your ride. You may also bring it into one of our 2 feed stores!

**BIO**

|  |   |
|--|---|
| First & Last Name:   |   |
| Age:   |   |
| Weight & Height:   |   |
| Have you ever ridden a horse before?   |   |
| On a scale of 1-10 how nervous are you?                                      | 1 2 3 4 5 6 7 8 9 10<br>Please Circle your choice |
| We recommend all riders wear a helmet; would you like to rent one? Yes or no | YES NO<br>Please Circle your choice               |
| If under the age of 18 DOB:  |   |
| Emergency Contact:   |   |

**ADDITIONAL INFORMATION**

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| Anything we need to know about you personally! |  |
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 8283 State Route 104, Oswego NY 13126  
 805 South 4<sup>th</sup> Street, Fulton NY 13069

