

WAIVER AND INFORMATION

EVERY SINGLE VISITOR *NO EXCEPTIONS*

(RIDERS & NON-RIDERS)

GOING ANYWHERE NEAR LIVESTOCK OR EQUIPMENT MUST COMPLETE THIS FORM *IN FULL* PRIOR TO ENTERING PROPERTY. LIST FULL NAMES OF ALL PARENTS & CHILDREN IN SAME FAMILY ENTERING THE PROPERTY DURING CURRENT YEAR.

Print All Visitor's Full Names Clearly On Lines Below:

Include all additional family members that are not present today but may visit in the future. Therefore, no additional waivers will be required for them to fill out upon their visit.

Address: _____

Email: _____

Phone # (hm) _____ (cell) _____

Emergency Contact: _____ (#) _____

Phone: _____ Allergies: _____

Riding Experience: Choose lowest level of group: Beginner Over 10hrs

Physical Limitations of above Riders: _____

Are any Riders over 240 lbs.? if yes, please notify Ranch Manager

PARENTS OR GUARDIANS MUST INITIAL NEXT TO EVERY PARAGRAPH IN ORDER TO ENTER PROPERTY. SIGNATURE & DATE MUST ACCOMPANY ALL WAIVERS.

River Ranch Educational Charities and Stables hereinafter known as "This Stable" with location: STORYBOOK RANCH

WARNING!

Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a Farm Animal Professional is not liable for an injury to or the death of a participant in Farm Animal Activities resulting from the inherent risks of Farm Animal Activities.

1) Registration of visitors/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 guardian thereto if a minor, do hereby agree to hire this Stable, a horse, tack and equipment, personnel and trail for the purpose of horse-related activities & horseback riding today and on all future dates.

2) Agreement Scope and Territory Definitions: This agreement shall be legally binding upon me the registered visitor &/or 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 Stables physical location. Any dispute 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 riding or otherwise handling of horses, ponies, mules, goats, sheep, pigs 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 or ranch livestock from the ground. The terms "I", "WE", "ME", and "MY" shall herein refer to above registered rider &/or visitor and parents or legal guardians if a minor.

3) 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 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. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE". The meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE OF 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 TO INCLUDE, BUT NOT LIMITED TO MAMMELS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT WILL.

4) Nature of Stable Horses: I UNDERSTAND THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for the use as riding horses for novice and beginning riders and THIS STABLE follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3.5 – 5.5 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 another much larger, stronger prey animal with a mind of its own (horse) and each has limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to natural instincts which may include but are not limited to stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting & running from danger.

5) 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 safety and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant woman not to ride horses, unless permission is given under advice of her physician.

6) **Conditions of Nature:** I UNDERSTAND THAT THIS RANCH/STABLE IS NOT responsible for total or partial or minute acts, occurrences, or elements of nature that can scare a horse, pony or other livestock, cause it to fall, or react in some other unsafe way: SOME EXAMPLES ARE: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite 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.

7) **Release of Photographs:** I hereby grant River Ranch Educational Charities the irrevocable right and permission, throughout the world, in connection with the photograph(s) that were taken of me or which I provided to River Ranch Educational Charities, the following: the right to use and reuse, in any manner at all, said photographs, in whole or in part, modified or altered, either by themselves or in conjunction with other photographs, in any medium or form of distribution, and for any purposes whatsoever, including, without limitation, all promotional and advertising uses, and other trade purposes, as well as using my name in connection therewith, if River Ranch Educational Charities so desires. I hereby forever release and discharge River Ranch Educational Charities from any and all claims, actions and demands arising out of or in connection with the use of said photographs, including, without limitation, any and all claims for invasion of privacy and libel. This release shall endure to the benefit of the assigns, licensees and legal representatives of River Ranch Educational Charities.

8) **Carry ± On Objects and Sharp Noises:** I UNDERSTAND THAT Riders &/or visitors interacting with ranch animals must not carry loose items on them which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse or additional livestock. SOME EXAMPLES ARE: cameras, hats not securely fastened under chin, toys, cell phones and purses. Riders must not make sharp, loud noises, such as screaming or yelling which may scare a horse or additional livestock.

9) **Saddle Girths** – Natural Loosening: I UNDERSTAND THAT: Saddle girths (saddle fasteners around a horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

10) **Accident/Medical Insurance:** I UNDERSTAND THAT: should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My accidental/medical insurance company is

11) **Protective Headgear Offering:** I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head and that once provided I/WE will be responsible for securing the helmet on this riders head at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED headgear.

[] Protective Headgear Acceptance: I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR, WHICH THIS STABLE PROVIDES.

[] Protective Headgear Refusal: I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

12) **Liability Release:** In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to THIS STABLES ordinary negligence and I do further agree that except in the event of THIS STABLES gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation against THIS STABLES and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic 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.

SAFETY AND ETIQUETTE

- * Be aware of all the animals especially your horse and other riders horses if riding upon this visit. All of our animals have a mind of their own. They will use it.
- * **No smoking is allowed during a trail ride & NO smoking is allowed during public functions except in designated areas.**
- * Sudden movements, running, loud noises & unfamiliar objects startle horses and other animals!
- * A group of horses tied up together is a potentially hazardous situation.
- * Do not enter the area of tied up horses or ponies without supervision or a guide.
- * Don't let your horse or pony eat or graze on the grass or on the trail.
- * Don't follow the horse ahead of you too closely. A horse finds tailgating about as annoying as you do – and may let you know with a lil kick! The following distance is at least a horse length.
- * Don't pass your Trail Boss. She/he is up front to maintain control of the ride.
- * Do not continue on a trail ride if a member of the group has dismounted.
- * Any child or adult around the animals or horses and especially if on a trail ride, that loses emotional control or if anyone does not follow the Trail Bosses instruction, will be asked to leave or walk back to the office and their ride will be complete.
- * Please ask questions before your ride if you have any doubt about reining and controlling your horse. These rules are written with your safety in mind. Make sure we know you are a beginner!
- * There are hidden dangers on the trail and riders need to be alert at all times and in control of his/her horse. Other animals live along creeks & wooded areas. **Absolutely no cell phone use allowed on rides!**

ALL RIDERS, VISITORS, PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

If you have the same last name, the head of the family may sign for all.

I, WE, THE UNDERSIGNED, HAVE READ & UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE & ASSUMPTION OF RISK. I/WE ATTEST ALL FACTS RELATING TO APPLICANTS PHYSICAL CONDITION, EXPERIENCE & AGE ARE TRUE & ACCURATE.

Signature _____ Date _____

P.S. TRAIL BOSSES, INSTRUCTORS & WRANGLERS APPRECIATE YOUR TIPS! YEE-HAW!