

Date _____

Horse Riding Agreement and Liability Release Form

Please read carefully before signing **Serious injury may result from your participation in equine activities**

Registration of riders and agreement warning: Triple Creek Ranch, Inc. is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. **Purpose:** The following listed individual hereinafter known as RIDER, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine activities on any Triple Creek Ranch, Inc. site today and on all future dates unless otherwise informed by Triple Creek Ranch, Inc.:

Name _____

Age _____

Agreement Scope 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 of California and the counties of Tehama and Shasta. Any disputes by the RIDER shall be litigated in and venue shall be the county in which the instructor is physically located. If any cause, 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. The term HORSEBACK RIDING or RIDING herein shall refer to riding or otherwise any 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 term, ME or MY shall herein refer to the above registered rider and parental or legal guardians thereof of a minor. The term Triple Creek Ranch, Inc. shall refer to instructors, horse handlers, volunteers, associates or any individual that interacts with the RIDER and the horse on behalf of Triple Creek Ranch, Inc. William and Eileen Reese (property owners) or Judy Allen (property owner) or other affiliate site property owners. _____ **initials**

Activity Risk Classification: I understand that: Horseback riding is classified as a 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 taken. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 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. _____ **initials**

Nature of Riding Horses I understand that: No horse is a completely safe horse. Horses are 5 to 15 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 3 to 5^{1/2} feet and the impact may result in injury to the RIDER. 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 are not limited to, stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger. _____ **initials**

Rider Responsibility I understand that: Upon mounting a horse and taking up the reins, or takes up the rope of a haltered horse, 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 or remain in control. I voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Triple Creek Ranch Inc. and understand equipment can fail at any time thereby resulting in injury. No pregnant women may ride. Triple Creek Ranch, Inc. advises pregnant women not ride horses or be round the horses. _____ **initials**

Condition of Nature Triple Creek Ranch, Inc., its agents, instructors or horse handlers are 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. SOME EXAMPLES ARE BUT NOT LIMITED TO: thunder, lightning, rain, snow, ice, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on an outdoor un-groomed or wild land which is subject to constant change in condition according to weather, temperature and natural or man-made changes in landscape. _____ **initials**

INSPECTION OF PREMISES I understand that: the RIDER or legal guardian has inspected the premises and is satisfied that the area is reasonably safe for RIDER'S intended purpose, usage and presence upon the premises. I acknowledge the risks and potential for risks of horseback riding and activities in and around a facility/ranch where horses are kept and farm machinery operated. However, I feel that the possible benefits to me/my son/my daughter/my ward are greater than the risk assumed. _____ **initials**

Accident/Medical and Personal Liability Insurance I agree that: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company card will be displayed to the instructor/horse handler. Should my actions or that of my horse cause injury or damage of any kind I and/or my personal liability shall pay for such damages. My personal liability insurance company is: _____ and my policy number is _____ *initials*

PROTECTIVE GEAR WARNING I agree that: I, for myself and on behalf of my child and/or legal ward have been fully warned and advised by Triple Creek Ranch, Inc. requires protective headgear to be worn while riding and being near horses and I do understand that the wearing of such headgear while on or around a horse may reduce the severity of some of the wearers head injuries and possibly prevent the wearer's death as the result of a fall or other accident. _____ *initials*

Liability Release I agree that In consideration of Triple Creek Ranch, Inc. allowing my participation in this activity, under the terms set forth herein, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, discharge and waive forever all claims for loss or damages of any kind against Triple Creek Ranch, Inc., its agents, instructors or horse handlers and trails, employees, volunteers and others acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the danger be known or unknown or unanticipated, due to the instructor's or horse handler's and/or associates ordinary negligence; and I do further agree that except in the event of the any gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against Triple Creek Ranch, Inc., William and Eileen Reese (property owners) or Judy Allen (property owner) other property owners or agents of properties, or those described herein, and all other persons and organization(s) in any way affiliated with the events, property, boarding, lessons, training or any other activity described herein, their representatives, heirs, executors, administrators, and assigns as stated above in this clause, to any economic and non-economic losses due to bodily injury, death, and/or property damage, sustained by me handling, or otherwise being near horses owned or in the care, custody or control of the instructor or horse handler, whether on or off the premises. _____ *initials*

I DO _____ **I DO NOT** _____ consent to and authorize the use and reproduction by Triple Creek Ranch, Inc. of any and all photographs and any other audio/visual materials taken of me for promotional or educational materials, exhibitions or for any other purpose for the benefit of a Triple Creek Ranch, Inc. activity.

SIGNER STATEMENT OF AWARENESS 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 RELATION TO THE APPLICANT ARE TRUE AND ACCURATE. All riders and parents or legal guardians of minors must sign below after reading this entire document.

****Are there any medical conditions that we need to be aware of? If so, please state below (this will be kept confidential)**

No **Yes** Please explain: _____

No **Yes** Allergic to bee stings?

No **Yes** Any back, hip, leg, shoulder, neck problems? Please explain :

PLEASE PRINT Name of Participant _____ **PLEASE PRINT** Parent # 1 _____ **PLEASE PRINT** Parent # 2 _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home phone _____ **cell** _____ **Email address** _____

Signature of Participant or Parent/guardian # 1 _____ **Date** _____

Signature Of Parent/Guardian # 2 _____ **Date** _____

Both Parents must sign before minor can ride.