

**2008**  
**HORSE AGREEMENT AND LIABILITY RELEASE FORM**  
**FOR INDIVIDUALS**

This form must be completed by and for each participant

**MASTHOPE STABLES**  
Hereinafter known as “THIS STABLE”

**PLEASE READ CAREFULLY BEFORE SIGNING**  
**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS**  
**ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY**

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE**-In consideration of membership in good standing of Masthope P.O.C. and signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to accept from this stable a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.

	<b>Weight</b>	<b>Horse Riding Experience</b>
<b>Rider Name</b>	<b>Age (if under 21)</b>	<b>Over 240 lb (Check one which applies)</b>
<b>1.</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>Beginner</b> <input type="checkbox"/> <b>Over-10 Hrs.</b>
<b>Does this rider have physical or mental condition which may affect his/her safety and ability to ride a horse?</b>		
<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <b>If yes describe here:</b>  		
<b>Write initials below after reading each section.</b>	<b>Card #</b>	<b>(Circle One) Owner Guest Renter TS</b>
<b>Parent(s)/Guardians must also initial</b>	<b>Lot # _____</b>	<b>Section (MR) (FW) (WP)</b>

- B. **AGREEMENT SCOPE AND TERRITORY 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 THIS Stable’s physical location. The term “HORSE” herein shall refer to all equine species. The term “HORSEBACK RIDING” herein shall refer to riding or otherwise 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 terms “I”, “me”, “my” shall herein refer to the above registered rider and the parents or legal guardian thereof if a minor.
- C. **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.
- D. **NATURE OF STABLE HORSES - I UNDERSTAND THAT:** THIS STABLE choose its rental horses for their calm dispositions and sound basic training as is requires for use as riding horses for novice and beginning riders, and THIS STABLE follows a riding safety program. Yet, 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 horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 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 a limited understanding of the other. 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 not limited to. Stopping short, changing directions or speed at will. Shifting its weight, Bucking, Rearing, Kicking, Biting or Running from danger.

**(OVER)**

WRITE INITIAL BELOW AFTER READING EACH SECTION.

**PLEASE READ CAREFULLY BEFORE SIGNING**

PARENTS/GUARDIANS MUST ALSO INITIAL.

- E. **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 own safety.
- F. **CONDITIONS OF NATURE - I UNDERSTAND THAT: THIS STABLE** is NOT responsible for total or partial acts, occurrences, elements of nature that can scare a horse , cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lighting, rain, wind, water, wild and domesticated animals, insects, reptiles, which may walk, run , or fly near, or bite or sting 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.
- G. **CARRY ON OBJECTS AND SHARP NOISES - I UNDERSTAND THAT:** Riders must not carry loose items on rides which may blow away, flap in the wind, bounce, or make sharp, loud noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, and purses. Riders must not make sharp, loud noises such as screaming or yelling, which may scare a horse.
- H. **SADDLE GIRTHS - NATURAL LOOSENING - I UNDERSTAND THAT:** Saddle girths (saddle fasteners around 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 animal.
- I. **ACCIDENT/MEDICAL INSURANCE - I UNDERSTAND THAT:** Should emergency medical treatment be required, I and/or my accident, medical insurance company shall pay for ALL such incurred expenses. My accident/medical insurance company is: \_\_\_\_\_ and my policy number is: \_\_\_\_\_.
- J. **PROTECTIVE HEADGEAR: THIS STABLE** requires that ALL riders wear protective headgear, while riding or being in the area of the horses. **I UNDERSTAND THAT:** the wearing of such headgear while mounting, riding, dismounting, being around horses, may prevent, or reduce severity of some head injuries, and even prevent death happening as a result of a fall or other occurrence. It is understood that STABLE - PROVIDED headgear may not be of perfect fit for each riders head. Riders may choose to use there own headgear, as long as it meets the ASTM standards.
- K. **LIABILITY RELEASE:** In consideration of this stable allowing my participation in thus activity, under the terms set forth herein. I, the rider, and the parent or guardian therefore if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, member, premises owners, and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, any economic and non-economic losses due to bodily injury, death, property damages, 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 or in the care, custody and control of THIS STABLE.

All Riders and Parents or Guardians must sign below after reading this entire document

**SIGNER STATEMENT OF AWARENESS**

"I/WE, the undersigned have read and do understand the foregoing Agreement and Liability Release.

\_\_\_\_\_  
SIGNATURE OF RIDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

Home Address in full \_\_\_\_\_

\_\_\_\_\_  
Home Phone #

\_\_\_\_\_  
Business Phone #

\_\_\_\_\_  
Masthope Phone #

\*\*\*THIS RELEASE IS ONLY GOOD FOR THE YEAR 2008.