

**A COWBOY TOWN, LLC**  
**Horse Agreement and Liability Release Form**  
**For Individuals**

**This form must be completed by and for each participant.**

**A COWBOY TOWN**

**STABLE NAME, here after known as “THIS STABLE”**

**Location: 3667 Knight Drive, Whites Creek, TN. 37218**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATING IN THIS ACTIVITY.**

**THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.**

**A** REGISTRATION OF RIDERS AND AGREEMENTS PURPOSE – in consideration of the payment of fee and signing of this agreement, I the following listed individual, and the parent or legal guardian thereof if minor, do hereby agree to hire from THIS STABLE a horse, track and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

RIDER NAME	AGE (If under 21)	WEIGHT (OVER 240 LBS)	RIDING EXPERIENCE
		___ YES ___ NO	___ Beginner (Under 10 hours)
		___ YES ___ NO	___ Over 10 hours

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

     **B** AGREEMENT SCOPE AND TERRITORY AND DEFINATIONS – This agreement shall be legally binding upon me the registered rider, and the parent or legal guardian thereof if a minor, my heirs, estate, assign, including all minor children, and personal representative; and it shall be interpreted according to the laws of the state and county of THIS STABLE’S physical location. Any dispute by the rider shall be litigated in the venue shall be the county in which this stable is physically located. If any clause, phrase or word is in conflict with state lay, then the single part is null and void. 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 horses mounted or otherwise handles or comes near a horse fro the ground. The terms I, ME/ MY shall herein refer to the above registered rider and the parents or legal guardians thereof I 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 nonobvious inherent risk 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 64<sup>th</sup> 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” and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLAND, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MAY TYPES AND SPECIES TO INCLUDE BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSUECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

     **D** NATURE OF STABLE HORSES – I UNDERSTAND THAT: **THIS STABLE** chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and **THIS STABLE** follows a rigid risk reduction program. Yet, no horse is completely a 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 a distance of from 3 ½ to 5 ½ 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) tried 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 an 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.

     **E** RIDERS REPSONSIBILITY - 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, and that of an unborn child if the rider is pregnant, aboard the moving animal. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician.

F            **CONDITIONS OF NATURE** - I UNDERSTAND THAT: **THIS STABLE** is 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:** Thunder, Lightning, rain, wind, water, wild and domestic 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 fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, 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 a void slippage of saddle and a potential fall from the animal.

     I            **ACCIDENTAL / MEDICAL INSURANCE** - I AGREE THAT: Should emergency 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 is \_\_\_\_\_ and my policy number is \_\_\_\_\_.

     J            **PROTECTIVE HEADGEAR OFFERING** - I, for myself and on behalf of my child and or legal ward, have been offered a SEI CERTIFIED ASTM STANDARD F 1163 Equestrian 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 of the wearer’s head injuries and possible prevent the wearer’s death from happening as the result of a fall and other occurrence. It is understood that the **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 rider’s 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 PROTECTIVE HEADGEAR.**

]            **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE request to wear protective headgear.

]            **PROTECTIVE HEADGEAR REFUSAL:** I/WE Refuse to wear any type of protective headgear and/or will provide MY/OUR own. I/WE accept full responsibility for MY/OUR safety in this decision.

**LIABILITY RELEASE** I AGREE THAT: In consideration of **THIS STABLE** allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, member, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as “**ASSOCIATES**” , do hereby release **THIS STABLE** of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated due to **THIS STABLE’S** gross negligence and will full and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **THIS STABLE** and **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/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**, whether on or off the premises of **THIS STABLE.**

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

<p><b>SIGNER STATEMENT OF AWARENESS</b> I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AN ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITIONS, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.</p>
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\_\_\_\_\_  
Signature of Rider (parent or guardian if minor)

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Information:**

**In the event of an emergency, the following should be notified on my (our) Behalf.**

**Name:** \_\_\_\_\_

**Relationship to participant** \_\_\_\_\_

**Phone Number ( \_\_\_ )** \_\_\_\_\_

**Physician's Name** \_\_\_\_\_ **Phone#( \_\_\_ )** \_\_\_\_\_

If you don't mind, may we ask how you heard about us?

\_\_\_\_\_ Long time customer

\_\_\_\_\_ Stories in paper

\_\_\_\_\_ Yellow pages

\_\_\_\_\_ Brochure in hotel

Internet Search engine:

\_\_\_\_\_ Yahoo \_\_\_\_\_ MSN \_\_\_\_\_ Google \_\_\_\_\_ Other

Link from another Website \_\_\_\_\_

\_\_\_\_\_ TV Ad

\_\_\_\_\_ Friend

Other \_\_\_\_\_