

HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS

This form must be completed by and for each participant

NEMACOLIN WOODLANDS EQUESTRIAN CENTER

STABLE NAME, hereinafter known as "THIS STABLE"

LOCATION NEMACOLIN WOODLANDS – FARMINGTON, PA



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 the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire from THIS STABLE a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

MAXIMUM WEIGHT LIMIT – 250 LBS.

RIDER NAME	AGE (if under 21)	WEIGHT	HORSE RIDING EXPERIENCE
Does this rider have physical or mental health problems which may affect his/her safety and ability to ride a horse? If "yes" describe here:			Yes No

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

- 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 guardians 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 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 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 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 are not limited to: Stopping short: Changing directions or speed at will: Shifting its weight: Bucking, Rearing, Kicking, Biting or Running from danger.
- 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, 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.

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- H. **SADDLE GIRTHS-NATURAL LOOSENING** – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse’s belly) may loosen during 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 animals.
- I. **ACCIDENT/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 provided 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 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 these helmets on this rider’s head at all times.
- K. **PROTECTIVE HEADGEAR ACCEPTANCE** – I/WE AGREE TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES.

HELMETS ARE MANDATORY

- L. **LIABILITY RELEASE** – I, releasor, intending to be legally bound and in consideration for being permitted to participate in horseback riding (the “Activity”) do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge Nemacolin Woodlands Inc. d/b/a Nemacolin Woodlands Resort and Spa, 84 Lumber Company, L.P., their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufacturers and distributors of any equipment used in the Activity (the “Releasees”), from any and every claim, demand, action or right or action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from, or to result from, my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releasees or not.

I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releasees may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence, of Releasees or otherwise

I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon Nemacolin Woodlands Resort and Spa and/or while participating in the Activity.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arising out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania.

I am of legal age and fully competent, and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has fully read the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by their signature.

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

SIGNATURE OF RIDER (Spouses must sign for themselves) _____ DATE _____

_____ for _____
SIGNATURE OF PARENT AND/OR GUARDIAN NAME OF RIDER (Please Print) DATE _____

_____ for _____
SIGNATURE OF PARENT AND/OR GUARDIAN NAME OF RIDER (Please Print) DATE _____

ADDRESS HOME PHONE # _____

BUS. PHONE # _____