

HORSEBACK WAIVER OF CLAIMS, RELEASE OF LIABILITY & EXPRESS ASSUPTION OF RISK AND INDEMNITY AGREEMENT (FOR INDIVIDUALS)



Frontier Stables
11124 Whispering Pines Road
Frederic, WI 54837

Express Assumption of Risk Associated with Trail Rides, Lessons and Related Activities.

I, [REDACTED], do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Trail Rides, Lessons, and Related Activities. Including transportation of equipment related to the activities and traveling to and from activity sites of which I am about to engage in.

Inherent hazards and risks include, but not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. My own or others negligence, including employees, agents, independent contractors or representatives of Frontier Stables, including but not limited to operator error.
4. The propensity of an equine(horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's reaction to sound, movements, unfamiliar environment, objects, persons or animals.
6. Natural Hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine to run, buck, bite, kick, shy, stumble, rear, trample, fall, make unpredictable movements, spook, jump, bolt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, bushes, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical condition, and ability to follow instructions.

DECLARATION OF FITNESS TO RIDE [REDACTED] I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities. [REDACTED] I declare that I am FREE FROM EPILEPSY, FITS, SEVERE HEAD INJURY, RECURRENT BLACKOUTS OR GIDDINESS, DISEASE OF THE BRAIN OR NERVOUS SYSTEM, HIGH BLOOD PRESSURE, LUNG OR HEART DISEASE, RECURRENT WEAKNESS OR DISLOCATION OF ANY LIMB, DIABETES, MENTAL ILLNESS, DRUG OR ALCOHOL ADDICTION, RECENT BACK INJURY, ARTHRITIS AND SEVERE JOINT SPRAINS, CHRONIC, BRONCHITIS, ASTHMA, RHEUMATIC FEVER, THYROIDADRENAL OR OTHER GLANDULAR DISORDER, RECENT BLOOD DONATION OR ANY CONDITION THAT REQUIRE THE REGULAR USE OF DRUGS. [REDACTED] I hereby declare that I have no physical or mental condition that should preclude me from participation in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. [REDACTED] I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is

sustained of any kind during the course of riding activities, I will notify the instructor/guide/employees of the insured immediately and before moving away from the immediate vicinity.

PROTECTIVE HEADGEAR REFUSAL AGREEMENT I, _____, have been fully warned and advised by Frontier Stables that we should wear a properly fitted helmet in order to reduce some or all of head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity from this activity to which we are exposing ourselves purely voluntarily. **ALL CHILDREN 16 AND UNDER ARE REQUIRED TO WEAR A SAFETY HELMET.** Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document: I/WE, the undersigned, represent that I/WE have read and do understand the foregoing agreement, liability release and assumption or risk agreement. I/WE understand that by signing this document I/WE are giving up the rights to sue today and in the future. I/WE attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock or under the influence of alcohol, drugs, or intoxicants.

I UNDERSTAND THAT HORSEBACK RIDING IS A RUGGED AND DANGEROUS SPORT; I/WE ARE RIDING AT MY/OUR OWN RISK.

PARTICIPANT NAME (Please print) AGE(if under 18) DATE

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Does any participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse?
Y ___ **N** ___ If "yes" how can we help this participant with his/her special needs?

MEDICAL INSURANCE: I/WE agree that should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expensed.

I have Medical Insurance **YES** ___ **NO** ___

SIGNATURE OF PARENT/GUARDIAN _____ DATE _____
Phone/Cell _____

Ride Length _____

Amount Paid \$ _____