

**PARTICIPATION AGREEMENT FOR HORSEBACK RIDING  
EXPLANATION OF INHERENT RISKS AND RELEASE OF LIABILITY**

Horseback riding is classified as a "Rugged Adventure Recreational Sport Activity" and there are numerous obvious and non-obvious inherent risks of injury always present in such an activity despite all safety precaution. Upon mounting the horse and taking up the reins, the rider is in primary control of the horse and the rider's safety depends largely upon his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. Riders agree that they shall be responsible for their own safety and that of an unborn child, if the rider is pregnant.

**Mountain Trail Rides, Inc. advises pregnant women NOT to ride horses, unless permission is given under advice of her physician.**

While horseback riding, riders may encounter wild animals, reptiles and insects which are not tame and which may be savage and unpredictable in nature, and wandering at their will. Riders may also encounter aircraft or other flying or flapping objects, or variations in terrain or conditions of nature which can scare a horse, cause it to fall, or react in some other unsafe way, which may result in injury or damages. I/We voluntarily acknowledge assumption of the risk for these hazards, which include thunder, lightening, rain, wind, water, snow, bites or stings from insects, reptile, or other wild animals, mud, water, rocks, trees, growth, debris, and other hazardous surface or subsurface conditions and obstacles, constantly subject to change according to weather and temperature.

Mountain Trail Rides, Inc. chooses is rental horses for their calm dispositions and sound training as is required for use as riding horses for the novice and beginning riders. Even so, any animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times. If frightened or provoked, a horse may divert from its training and act according to natural survival instincts, which may include, but not be limited to: stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting or running from danger. Horses may sometimes step on a person's feet, make other unpredictable movements, push or shove a person, stumble, or trip. Saddles and bridles may also loosen or break – all of which may cause the rider to fall or be jolted, resulting in injury or death. **No horse can be guaranteed to be a completely safe horse.**

**In an effort to make the activity of horseback riding as safe as it can be, safety rules are posted on a sign which all riders are instructed to read before mounting the horse. Also, the trail guide will instruct riders verbally concerning safety issues and the correct mechanics of riding. It is vital that participants listen and follow the guide's instructions and read and follow the safety rules to decrease the possibility of serious injury or even death. It is further recommended that riders wear a protective helmet. HELMETS ARE AVAILABLE AT NO COST AND OFFERED TO EACH RIDER.**

Having carefully read this agreement and fully understanding its contents, I/We are aware that no horse can be guaranteed to be a completely safe horse and that the risk of injury is always present when horseback riding. The rider(s) named below have voluntarily expressed a desire to handle or ride a horse, and to use saddles, bridles, equipment and gear provided to riders by Mountain Trail Rides, Inc. I/We agree to assume all risk of injury or death caused by participating the activity of horseback riding, whatever the cause, and do hereby agree to hold harmless and release Mountain Trail Rides, Inc., its owners, agents, employees, officers, members, the premises owners, and insurers from legal liability due to ordinary negligence. I/We further attest that I/We are not under the influence of alcohol and/or any illegal controlled substance; that I/We have been offered to use a protective helmet at no charge; that I/We have read and agree to abide by the Safety Rules posted at the facility; and that I/We have entered into this Participation Agreement of my/our own free will.

\_\_\_\_\_  
Name of Rider(s) (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City State Zip Code

**BEE STING ALLERGY? DON'T FORGET TO TAKE YOUR EPI-PEN ALONG FOR THE RIDE!!**