



Trail Riding & Lessons / Bed & Breakfast / Events

EQUINE ACTIVITY WAIVER

PARTICIPANT AGREEMENT, RELEASE & ASSUMPTION OF RISK

In consideration of the services of the Triple T Ranch their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Triple T Ranch and the landowner, the Triple T Ranch's landlord, and their affiliated companies, successors, and assigns, on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks could be severe and include among other things: contact with wild animals, exposure to the elements, and encounters with trees. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct of fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations, in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance themselves on the saddle. If participants lose their balance it can result in falling from the horse.

Do NOT stand directly in front of a horse. Do NOT stand or walk within 15 feet behind a horse. Furthermore, the Triple T Ranch employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Triple T Ranch from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the Triple T Ranch's equipment or facilities, including any such claims which allege negligent acts or omissions of the Triple T Ranch.

4. Should the Triple T Ranch or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I have no physical restrictions and am physically fit to ride a horse.

Print Names _____

Signatures _____

Address _____

Date _____ Phone _____ eMail _____

I agree to the use of any photos or videos taken by the Triple T Ranch to be used for promotional purposes.

Yes _____ No _____

name: _____

signature: _____

date: _____

PARENT'S OR GUARDIAN'S CONSENT

(Must be completed for participants under the age of 18)

I agree to allow _____ to participate in the Triple T Ranch activities and to use its equipment and facilities, I further agree to indemnify and hold harmless the Triple T Ranch from any and all Claims which are brought by, or on behalf of the Minor(s), and which are in any way connected with such use or participation by Minor(s).

Parent/Guardian: _____ Signature: _____ Date: _____