

**HORSE RENTAL, EQUESTRIAN, GUIDE AND OUTFITTER SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT (FOR INDIVIDUALS)**

**L & M Concession Management LLC
8556 Gibson Ranch Road - Elverta, CA 95626 – (916) 991-7592**

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardian thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THIS STABLE.

PARTICIPANT NAME (Please Print)	AGE (if under 18) Age _____ Date of Birth _____	WEIGHT	Horseback Riding Experience *please check one Beginner (under 10 hrs) ____ Over 10 hrs _____
Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? Y ____ N ____ If you circled "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 expenses. My medical insurance company is: _____ My policy no. is _____ <input type="checkbox"/> I do not carry medical insurance			

**LESSON AND TRAIL RIDE RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

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

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, 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 are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of L & M Concession, LLC, 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 (horse'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 (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, 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 the 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 available 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 coordination, and ability to follow instructions.

DECLARATION OF FITNESS TO RIDE

_____ 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.

_____ 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, thyroid adrenal or other glandular disorder, recent blood donation or any condition that require the regular use of drugs.

_____ 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.

_____ 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/employee of the insured immediately and before moving away from the immediate vicinity.

PROTECTIVE HEADGEAR REFUSAL AGREEMENT

I, _____, have been fully warned and advised by **L & M Concession, LLC** that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associate with this hazardous activity. We realize that we are subject to injury 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 of risk agreement. I/We understand that by signing this document I/We am 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 RUGGED AND DANGEROUS SPORT, I/WE AM/ARE RIDING AT MY/OUR OWN RISK.

SIGNATURE OF PARTICIPANT _____
DATE

SIGNATURE OF PARENT/GUARDIAN _____
DATE

ADDRESS IN FULL _____ Home Phone _____ Bus. _____

EMERGENCY CONTACT _____
RELATIONSHIP (_____)_____
PHONE NO.