

Horseback Riding Release of Liability

I hereby agree that in consideration of El Rancho Manana Inc. (hereinafter referred to as ERM) allowing my participation in this activity and use of its facilities, under the terms set forth herein, I the rider, for myself and on behalf of my child and/or legal ward, heirs administrators, personal representatives or assigns, if any, do agree to hold harmless, release and discharge ERM, its owners, agents, employees, officers, directors, representative, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to ERM and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of ERM and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against ERM and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and/or operations of ERM to include riding, handling or otherwise being near horses owned by or in the care, custody and control of ERM, whether on or off the premises of ERM. This agreement shall be governed by the laws of the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, it being intended that the provisions of this Agreement are severable.

I understand and am aware that horseback riding can be a hazardous activity. I understand that the sport of horseback riding and the use of horseback riding equipment involve a risk of injury to any and all parts of my body.

I understand that horses are unpredictable by nature and that when frightened, their instinct is to jump forward or sideways, to run away from danger, to kick, to rear up in front, to buck, or to bite.

I understand that some of the risks inherent and incidental to the sport of horseback riding include, but are not limited to: loosening of the saddle, loosening of the saddle's cinch straps, loosening of leather straps and equipment. I also understand that from time to time, parts of the riding equipment may break; including, but not limited to the leather saddle, cinch straps and stirrups.

I hereby agree to freely and expressly assume all risk of danger/injury resulting from my horseback riding at ERM. I understand I am responsible for any bodily injury that I may suffer while riding at ERM. Any injuries that I may sustain, for whatever reason, are entirely my responsibilities. I understand that ERM is not responsible for any damages or expenses incurred.

Riders duties include:

1. I agree that I will not ride if I am under the influence of alcohol and/or drugs.
2. While the guides may also inspect the riding equipment from time to time, I agree that I will be ultimately responsible for checking my equipment, including the saddle, and if there are any problems, or the saddle becomes loose, I will tell my guide.
3. I agree to follow my guide's instructions at all times.
4. I agree that I will be responsible for any injuries to the rental horses, damages to the premises, property owned by others, injuries to any riders or pedestrians, whom I may cause by negligence, recklessness, or irresponsible conduct.

By signing my name below, either in person or by one of my representatives, I hereby agree to comply with all of the terms and conditions stated above. I have carefully read this waiver of liability and release. I understand it and voluntarily agree to all of its terms.

I have carefully read the agreement and fully understand its content. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this contract on behalf of myself and/or my family of my own free will. I acknowledge that I am responsible for the above named minors and that I have read the above agreement and release.

Helmetts are available for use, free of charge, and required by all riders UNLESS rider waives this right. Riders under 18 years of age must have waiver signature by parent or guardian.

Adult name(print) _____ Phone# _____
 Adult Signature _____ Helmet waiver signature _____
 Names of all minors that I am responsible for:
 1. _____ 2. _____ 3. _____ 4. _____

Adult name(print) _____ Phone# _____
 Adult Signature _____ Helmet waiver signature _____
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