

**RIVER RANCH EDUCATIONAL CHARITIES AT FRISCO HORSE PARK & ASSOCIATES
13100 State Hwy. 121, Frisco, Tx.75035**

(Good for 2010)

**EVERY SINGLE VISITOR *NO EXCEPTIONS*
(RIDERS & NON-RIDERS)
MUST COMPLETE THIS FORM IN FULL PRIOR TO
ENTERING THE PROPERTY.**

**ON THE LINES BELOW LIST THE FULL NAMES OF ALL PARENTS & CHILDREN IN
THE SAME FAMILY THAT WANT TO STEP FOOT ON THE PROPERTY DURING THE
CURRENT YEAR:**

We recommend you include any additional members that are not present today but may visit within the year. Therefore, no additional waivers will be required for them to fill out at the time of their visit.

Address: _____

Email: _____

Phone # (hm) _____ (cell) _____

Emergency Contact: _____ (#) _____

Physician: _____ Hospital: _____

Phone: _____ Allergies: _____

Horse Riding Exp: (choose lowest level of group): _____ Beginner _____ Over 10 hours

Physical Limitations of any of above said Riders: _____

Are any of the Riders over 240 lbs.? _____ *If yes, please notify Ranch Manager*

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from participation in this activity.

This Stable does not guarantee your safety.

INITIAL EACH SECTION. (Parents or Guardians) River Ranch and Stables hereinafter known as "This Stable" location: Frisco Horse Park.

WARNING! Under Texas Law (Chapter 87, Civil Practice and Remedies Code) an Equine Professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

____ 1) **Registration of riders and agreement purpose.** In consideration of the payment of a fee and the signing of this agreement, I the following listed individual, and the parent or legal guardian thereto if a minor, do hereby agree to hire this Stable a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

_____ 2) **Agreement Scope and Territory Definitions:** This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of this Stables physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which this Stable is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null

and void. The term "HORSE" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "WE", "ME", and "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

_____ 3) **Activity Risk Classification:** I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE OF ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST AND/OR HILLS AND OR MOUNTAINS AND OR PLAINS AND OR WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO MAMMELS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

_____ 4) **Nature of Stable Horses:** I UNDERSTAND THAT THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for the use as riding horses for novice and beginning riders and THIS STABLE follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3.5 – 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include but are not limited to stopping short, changing directions or speed at will, shifting, its weight, bucking, rearing, kicking, biting, or running from danger.

_____ 5) **Rider Responsibility:** I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The riders safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her safety and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant woman not to ride horses, unless permission is given under advice of her physician.

_____ 6) **Conditions of Nature:** I UNDERSTAND THAT THIS STABLE IS NOT responsible for total or partial or minute acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way: SOME EXAMPLES ARE: thunder, lightning, rain, wind, water, wild and domestic animals, insect, reptiles, which may walk, run, or fly near, or bite a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape.

_____ 7) **Carry – On Objects and Sharp Noises:** I UNDERSTAND THAT Riders must not carry loose items on riders which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: cameras, hats not securely fastened under chin, toys and purses. Riders must not make sharp, loud noises, such as screaming or yelling which may scare a horse.

_____ 8) **Saddle Girths** – Natural Loosening: I UNDERSTAND THAT: Saddle girths (saddle fasteners around a horse’s belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

_____ 9) **Accident/Medical Insurance**: I UNDERSTAND THAT: should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My accidental/medical insurance company is _____ and my policy number is _____.

_____ 10) **Protective Headgear Offering**: I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider’s head and that once provided I/WE will be responsible for securing the helmet on this riders head at all times. Mark an “X” below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED headgear.

[] Protective Headgear Acceptance: I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR, WHICH THIS STABLE PROVIDES.

[] Protective Headgear Refusal: I/WE REFUSE TO WEAR ANY TTYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY/OWN OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

_____ 11) **Liability Release**: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to THIS STABLES ordinary negligence and I do further agree that except in the event of THIS STABLES gross and willful negligence. I shall bring no claims, demands, actions, and causes of action, and/or litigation against THIS STABLES and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

ALL RIDERS, VISITORS, PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. EACH SPOUSE MUST SIGN:

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ & DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE & ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE & AGE ARE TRUE & ACCURATE.

Signature of Rider (Spouse must sign for themselves)

Date

Signature of Parent, Guardian, and/or Spouse

Name of Rider (Print)

FRISCO HORSE PARK **SAFETY AND ETIQUETTE**

(MUST BE SIGNED BY ALL VISITORS WHETHER MOUNTING A HORSE
DURING THE PRESENT VISIT OR NOT)

Take the time to read through these important guidelines.

- * Be aware of your horse and other animals. They have a mind of their own. They will use it.
- * **No smoking is allowed in the barn area or during a trail ride.**
- * Sudden movements, running, loud noises & unfamiliar objects startle horses and other animals!
- * A group of horses tied up together is a potentially hazardous situation.
- * Do not enter the area of tied up horses without a guide.
- * Don't let your horse or pony eat or graze on the grass or on the trail.
- * Don't follow the horse ahead of you too closely. A horse finds tailgating about as annoying as you do – and he may kick. A good following distance is at least a horse length.
- * Don't pass your Trail Boss. They are in front to maintain control of the ride.
- * Do not continue on a trail ride if a member of the group has dismounted.
- * If there are children on a trail ride that lose emotional control or if anyone does not follow the Trail Bosses instruction, they will be asked to walk back to the office and their ride will be complete.
- * Please ask questions before leaving if you have any doubt about reining and controlling your horse. These rules/guidelines are written with your safety in mind. Make sure we know you are a beginner!
- * There are hidden dangers on the trail and riders need to be alert at all times and in control of his/her horse. **No cell phone use allowed on trail rides!**
- * Enjoy your ride/visit and be safe so that you have many pleasant memories on horseback or pony and many pleasant memories (and visits) at FHP!

SIGNER STATEMENT OF AWARENESS

I, WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

If you have the same last name, the head of the family may sign for all. If you have different last names, use the back of this page so everyone 12 and up can sign.

Signature

Date

P.S. TRAIL BOSSES AND WRANGLERS APPRECIATE YOUR TIPS! YEE-HA!