

Commercial Trail Ride **Adult Rider** Hold Harmless and Indemnification Agreement

This Commercial Trail Ride Adult Rider Hold Harmless and Indemnification Agreement is being entered into as

of _____, 20____, by _____ (“Operator”) of _____,
Name Address
 _____,
City State Zip and _____ (“Rider”) of _____,
Name Address
 _____,
City State Zip.

1. **Purpose of Agreement.** Operator is in the business of providing trail rides on horseback for recreational purposes. Rider wishes to participate in one or more rides offered by Operator and as part of such activities, ride and handle one or more horses. In consideration for Operator permitting Rider to participate in such ride(s) and related activities, Rider agrees to release and indemnify Operator and certain other parties from all claims as set forth in this agreement.
2. **Rider’s Representations and Warranties.** Rider makes each of the following representations and warranties on behalf of Rider and Rider’s guardians, heirs and assigns (collectively, the “Rider Parties”):
 - (a) Rider is 18 years old or older and has the requisite authority to enter into this Agreement upon behalf of the Rider Parties.
 - (b) Rider does not have any physical or mental conditions that may prevent Rider from safely mounting, dismounting, riding, leading, grooming or otherwise being around horses and other large animals.
 - (c) Rider is not under the influence of drugs or alcohol.
3. **Rider’s Horse Experience.** Check one:
 - Rider is a novice and will need assistance from Operator.
 - Rider represents and warrants that Rider has the following skill and experience with respect to horses (check as applicable):
 - Rider is comfortable riding in an English saddle and tack.
 - Rider is comfortable riding in a Western saddle and tack.
 - Rider can confidently halt a horse without assistance.
 - Rider can confidently turn a horse without assistance.
 - Rider can confidently ride a horse at a walk without assistance.
 - Rider can confidently ride a horse at a jog or trot without assistance.
 - Rider can confidently ride a horse at a canter or lope without assistance.
 - Rider can confidently ride a horse at a gallop without assistance.
 - Rider can confidently ride a horse through steep and rugged terrain, including crossing water.
 - Other (please specify): _____
4. **Horse Behavior and Suitability of Horses for Rider.** While Operator will make reasonable efforts to evaluate horses’ suitability for Rider, Operator can make no guarantees that the horse(s) selected by Operator for Rider will be suited to Rider’s skill level and safe for Rider to handle. Horses are large flight animals with minds of their own, and even the most well-trained horse can act or react in a way that is unexpected, including running at high speeds and suddenly bucking or rearing violently. In matching horses with Rider, Operator will rely upon Rider’s representations in Section 3.
5. **Consent to Medical Treatment.** In the event that Rider is injured or appears to be injured during the horse-related activities, and Rider is not conscious or appears to have impaired judgment at the time of such injury, Rider hereby authorizes Operator and its employees and agents who are 18 years old and older to consent to medical care or dental care, or both, for Rider. The authority granted by this section includes the authority to consent to any X-ray examination, anesthetic, medical diagnosis, surgical diagnosis, medical treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a physician. The authority granted by this section also extends to any



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X-ray examination, anesthetic, dental diagnosis, surgical diagnosis, dental treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a dentist. Rider agrees to reimburse and hold Operator harmless for the cost associated with such treatment, even in the event that applicable health insurance does not fully cover the costs of such treatment.

6. Rider's Hold Harmless Agreement.

- 6.1. **Safe Behavior around Horses.** To help prevent injuries and/or death, Rider agrees to follow carefully all instructions given to Rider by Operator regarding horse behavior and handling. Rider agrees to follow carefully all of Operator's rules and use tack and other equipment only as directed by Operator.
- 6.2. **Safe Riding Attire.** Rider agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when handling or riding horses and an ASTM/SEI certified safety helmet fastened securely under the chin while riding. If Rider does not wear these items, Rider assumes the increased risk of injury or death associated with failing to wear such protective attire. Rider agrees that while Operator may make safety helmets available for use by Rider, Operator has no duty to provide safety attire for Rider.
- 6.3. **Risk of Injury or Death to Rider.** Rider understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding horses as part of the activities offered by Operator. Rider understands that horses are inherently unpredictable animals and even the most well-trained and docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Rider or others. The property on which the activities take place may contain defects. For example, footing at the facility, including arena, round pen, trail and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Rider expressly assumes all risks of riding and engaging in horse-related activities, including the risk that Operator and/or Operator's owners, officers, directors, employees, agents or contractors (collectively, the "Operator Parties") may be negligent. Accordingly, Rider agrees upon behalf of the Rider Parties not to sue the Operator Parties or the owners or lessees of any land on which the horse activities take place, or otherwise make a claim against such parties in connection with any injury or death.
- 6.4. **Trail Riding Risks.** Rider understands that riding horses in unenclosed areas, including but not limited to public and private trails ("Trail Riding"), is inherently dangerous. In particular, horses may become spooked by domestic animals or livestock, wild animals, motorized vehicles, bicycles, pedestrians, other horses or other hazards, causing Rider to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Rider. Rider understands that Operator does not inspect or maintain any trails or paths, and Operator makes no warranty whatsoever regarding the safety of paths and trails. Rider understands and expressly assumes all risks associated with Trail Riding, including the risk that the Operator Parties may be negligent. Accordingly, Rider agrees upon behalf of the Rider Parties not to sue the Operator Parties or the owners or lessees of any land on which the horse activities take place, or otherwise make a claim against such parties in connection with any injury or death.
- 6.5. **Rider's Indemnification Agreement.** Rider agrees to defend, indemnify and hold the Operator Parties and the owners and lessees of any land on which the horse activities take place harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Rider Parties or brought by others in connection with any action or inaction taken by Rider.
- 6.6. **Limitation of Liability.** Under no circumstances shall the Operator Parties, the owners or lessees of any land upon which the horse activities take place, or any of such parties, be liable to Rider, or any of the Rider Parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on such parties' liability set forth in this Agreement, under no circumstances shall such parties' liability pursuant to this Agreement exceed the total amount of compensation actually received by Operator from Rider in connection with the horse activities.
- 6.7. **Waiver of Unknown Claims.** Upon behalf of the Rider Parties, Rider expressly waives any rights that the Rider Parties might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.



- 7. **Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 8. **Governing Law and Venue.** This agreement shall be governed by the laws of _____ (state). The parties hereby agree that any legal action under the Agreement must be brought in _____ County, _____ (state).
- 9. **Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: Attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
- 10. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Rider

Signature: _____

Name (printed): _____

Date: _____

