

# RED HORSE MOUNTAIN RANCH

## PARTICIPANT INFORMATION

PARTICIPANT NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

### HORSE RIDING EXPERIENCE:

- Beginner (under 10 hours)       Experienced (over 10 hours)

**SPECIAL NEEDS: Does the participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse or take part in guided outdoor activities?**

- Yes       No

How can we help the participant with his / her special needs? \_\_\_\_\_

**PROTECTIVE HEADGEAR:** RHM requires riders to wear SEI Certified ASTM Standard F 1163 Protective Headgear as follows:

**3 Yrs and Younger:** For their own safety, children less than 3 yrs old **may not** participate as a rider in horse rental and trail riding equestrian services.

**3 Yrs through 12 Yrs:** Must wear protective headgear provided by RHM.

**13 Yrs through 17 Yrs:** Must wear protective headgear provided by RHM unless the participant's parent or legal guardian checks the REFUSAL box below.

**18 Yrs and Older:** May choose to wear or not to wear protective headgear (indicate choice below).

#### Check your Choice:

- PROTECTIVE HEADGEAR ACCEPTANCE:** The participant is to wear protective headgear that RHM provides and fits to the participant's head. If the participant is a minor, the parent or legal guardian of the participant shall confirm the proper fit of the protective headgear on the participant's head.
- PROTECTIVE HEADGEAR REFUSAL (13 yrs and older only):** The participant refuses to wear any type of protective headgear or will provide the participant's own protective headgear. The participant (or, if the participant is a minor, the parent or legal guardian of the participant), assumes full responsibility for the consequences of the participant's protective headgear decision.

## **RED HORSE MOUNTAIN RANCH ACTIVITIES AND ASSOCIATED RISKS**

As a guest of Red Horse Mountain Ranch, Inc. (hereinafter "RHM"), you may participate in some or all of the following activities: horseback riding, mountain biking, bike tours, boat tours (motorized), lake fishing trips (motorized), challenge course and climbing wall, archery, shotgunning or sporting clays, and kayaking trips (lake only). RHM, in conjunction with ROW Adventures, also offers whitewater rafting, fly-fishing walk and wade trips and fly fishing drift boat trips. These activities are hereinafter collectively referred to as "the Activity".

Certain known and unanticipated risks, conditions, and dangers are inherent in the Activity, regardless of all feasible safety measures which can be taken. Such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. Participating in the Activity COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR DEATH to the participant or to third parties or damage to property.

**Equestrian Activities:** There are certain known and unanticipated risks associated with participation in RHM equestrian activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. SOME EXAMPLES ARE:

- The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal;
- The unpredictability of a horse's reaction to sounds, sudden movement, being hit or otherwise provoked, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision, encounter and / or confrontation with another horse, another animal, a person, or an object;
- The potential of a participant or other person to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over a horse;
- Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to (or death of) the rider;
- If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger;
- When approaching, mounting and riding horses, do not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action or sound of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not hit or otherwise provoke the horse or make sharp or loud noises, such as whistling or screaming or yelling, the action or sound of which may scare horses causing them to react in unsafe ways;
- Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any strap or girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse; and
- Riding a horse requires the participant to balance on the saddle. Participants may lose their balance, which can result in falling from the horse.

**Water Activities:** There are certain known and unanticipated risks associated with participation in RHM water activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. SOME EXAMPLES ARE: capsizing and drowning or injuring themselves on a submerged object or another boat, cold and heat related injuries and illnesses including rapid and serious loss of body temperature (hypothermia), heat exhaustion, heat cramps, sun stroke, dehydration, or sun burn, and the potential negligence of other water activity participants or other persons. Kayaks

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can be unstable and the risk of capsizing is greatly increased for the beginner. Participants who are improperly dressed for being in cold water could become hypothermic. Participants could receive heat exhaustion by being over dressed for the activity. Participants can slip or fall getting in or out of a boat, slip or fall getting on or off a boat, collide with another boat, or lose their sense of balance, coordination, or ability to swim.

**Wilderness Activities:** There are certain known and unanticipated risks associated with participating in RHM wilderness activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. RHM is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse or other animal, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, actions or reactions of wild and domestic animals, reptiles, insects (which may walk, run, or fly near, or bite or sting 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, and the potential negligence of other participants in such activities or other persons. During any activity there may be contact with plants, animals or insects that could create hazards such as stings, bites, allergies, and associated diseases. There may be adverse weather, including lightning, contact with hazardous plants or animals and unavailability of timely first aid or emergency treatment

**Challenge Course and Climbing Wall:** There are certain known and unanticipated risks associated with participation in RHM challenge course and climbing wall activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. SOME EXAMPLES ARE: the potential for: stressful situations, fear, anxiety, slips, being dropped, falls/falling, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, slivers, fractures, concussions, or even more severe life threatening hazards, and the potential negligence of other participants in such activities or other persons.

**Biking:** There are certain known and unanticipated risks associated with participation in RHM biking activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. SOME EXAMPLES ARE: head injuries, cuts, scrapes, and broken bones; falling and/or loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, gravel and other unstable ground surfaces, or narrow trails; and the potential negligence of other riders or persons.

**Hunting or Shooting:** There are certain known and unanticipated risks associated with participation in RHM hunting or shooting activities. These risks include the possibility of serious and in some cases permanent bodily injury or death. SOME EXAMPLES ARE: being shot by or shooting yourself or others; partial or total loss of eyesight or hearing; being struck by flying or falling objects; and the potential negligence of other shooters or persons.

**Premises:** No warranty, either expressed or implied, is made by RHM as to the condition of the RHM premises. This document is to warn participants in the Activity that dangerous conditions, risks and hazards do exist on the premises. Participating in the Activity on rural property such as the RHM premises does have unknown hazards and risks and can result in injury or property damage to the person/persons involved in these activities.

**Participation in any RHM Activity is optional. By choosing to participate in the Activity, the participant is assuming all the risks, known or unanticipated, associated with the Activity.**

# RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

**1. ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in some or all of the activities (hereinafter referred to as “the Activity”) offered by Red Horse Mountain Ranch, Inc. (which is, together with its owners, directors, officers, employees, agents, contractors, volunteers, and all other persons or entities acting in any capacity on its behalf, hereinafter collectively referred to as “RHM”). I have received and reviewed the Red Horse Mountain Ranch Activities and Associated Risks. I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including but not limited to those described in the Red Horse Mountain Ranch Activities and Associated Risks;
- it is not possible for RHM to list or describe all the risks associated with the Activity;
- as a consequence of all listed and unlisted risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
- RHM assumes no responsibility for paying for any medical care that I incur as a result of my participation in the Activity, and I will be required to pay for all medical care and/or evacuation that I incur.

In consideration for being permitted to participate in the Activity, I agree to the terms contained in this document.

**2. ASSUMPTION OF THE RISKS:** I hereby freely assume all the risks and any harm, injury or loss (or death) that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including, without limitation, any harm, injury, loss or death caused by the negligence of RHM, its employees and officers, its contractors, and other Activity participants, and any harm, injury, loss or death that may occur as a result of my refusal or failure to wear protective headgear. I also understand that any equipment that I provide or that is provided by RHM or any other provider I use at my own risk and that any such equipment is provided without any warranty or other assurance about its condition or suitability.

**3. RELEASE OF LIABILITY:** I hereby **RELEASE RHM**, its contractors, including but not limited to ROW Adventures, the providers of any equipment used in the Activity, municipal or governmental providers of use permits, and their respective employees, officers, and directors (collectively, the “Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity, including, without limitation, during transportation to or from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence or intentional or reckless misconduct, to the extent that Idaho law does not permit liability for such actions to be released by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity.

**4. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE:** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) from and against any and all claims, liabilities, damages, expenses (including, without limitation, reasonable attorney’s fees and reasonable attorney’s fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from my willful misconduct or negligent act or omission, and from the negligent act or omission of the Released Parties. I agree that in the event of my death or disability, the terms of this document, including, without limitation, the indemnification obligations in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**5. AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

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**6. INDEPENDENT CONTRACTORS:** I acknowledge that RHM has no control over and assumes no responsibility for the actions of any independent contractors providing any services with respect to the Activity.

**7. PROTECTIVE HEADGEAR:** Protective headgear that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD for equestrian or bicycle protective headgear must be worn while riding, handling, and being near horses, and while participating in other Activities. The wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I ACKNOWLEDGE that RHM has offered me protective headgear that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Protective Headgear. I ACKNOWLEDGE that, if I am less than 13 years old, RHM requires that I wear protective headgear as a condition imposed by RHM on riding, handling and being near horses, and to participate in other Activities (for example, riding bicycles). I ACKNOWLEDGE that if I choose to (1) refuse to wear protective headgear or (2) provide my own protective headgear instead of the protective headgear offered to me by RHM (which two choices are only available to participants who are 13 years old and older), I assume full responsibility for any head injuries (and possible death) I sustain and other consequences of my choice to refuse to wear protective headgear or my choice to provide my own protective headgear.

**8. INSURANCE:** I certify that I have adequate health insurance to cover any injury or damage I may cause or suffer while participating in the Activity, 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.

**9. SEVERABILITY:** I agree that the purpose of this document is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Idaho law. I agree that if any portion or provision of this document is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the extent permitted by law to carry out the purpose of this document.

**10. APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This document shall be governed by and construed in accordance with the laws of the state of Idaho, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in the First District of Idaho, County of Kootenai or in the U.S. District Court for the District of Idaho, Northern Division and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this document is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold this document.

**I have fully informed myself of the contents of this document by reading it before signing it. No oral representations, statements or other inducements to sign this document have been made apart from what is contained in this document.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

**If the participant is a minor, signature of a parent or legal guardian is required below:**

In consideration of the minor child being permitted to participate in the Activity and to use RHM's equipment and facilities, I accept and agree to the full contents of this document. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that are brought by, or on behalf of, the minor child and that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity (including, without limitation, any claim of the minor and any claim that alleges negligent acts or omissions of the Released Parties).**

Parent/Guardian Signature: \_\_\_\_\_ Name of Participant Printed: \_\_\_\_\_

Name of Parent/Legal Guardian Printed: \_\_\_\_\_ Date: \_\_\_\_\_

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