

TRAIL RIDING INSTRUCTION/ACTIVITY AGREEMENT & LIABILITY RELEASE

PLEASE READ CAREFULLY, Niki Henson CANNOT GUARANTEE YOUR SAFETY

IT IS HEREBY AGREED AS FOLLOWS:

1. That I, the undersigned, do for myself or on behalf of my child, legal ward, hereby voluntarily request to participate in activities at 25896 Riley Rd, Plantersville TX, 77363, which may include, but are not limited to, horseback riding with instructor, Niki Henson, or assistant instructors approved and designed by Niki Henson, riding on my own, allowing my family/or friends to ride on my own horse, and/or riding and working around horses belonging to Niki Henson or Iron Horse Guest Ranch.

2. In the last two years, rider has ridden horses. (Write rider's name beside appropriate time)

A. less than 10 hours _____ Rider's Name _____

B. 10 to 20 hours _____ Rider's Name _____

C. 20 hours or more _____ Rider's Name _____

3. That I, as rider, understand that upon mounting the horse and taking up the reins, the rider is in primary control of the horse, and that the above mentioned person(s)/stables is not responsible for the results of the rider's actions. The rider further agrees not to abuse, misuse or deliberately agitate the horse as these actions may result in increased risk to self or others.

4. **HOLD HARMLESS AGREEMENT:** I understand and agree that these activities will be on a working horse ranch, and on and around horses. I realize that even under well-supervised conditions, there is still risk involved. Horseback riding is classified as rugged adventure recreational sport activity and that there are numerous obvious and non-obvious inherent risks always present. 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 a horse to the ground, it will generally be at a distance of from 3.5 to 5.5 feet and the impact may result in injury to the rider. Niki Henson chooses horses for their calm dispositions and sound basic training, as is required for use as riding horses for novice and beginning riders, and she follows a rigid risk-reduction program. Yet, no horse is a completely safe horse. 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, changing directions or speed at will, shifting its weight, bucking, kicking, biting, or running away from danger.

I further acknowledge that the Texas State Law (Chapter 87, Civil Practice and Remedies Code) which states that "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", effective Sept. 1, 1995, applies.

I understand that I will not hold Niki Henson, Iron Horse Guest Ranch, owners, their family or employees, liable for any accident or injury to me, my child/children, any person accompanying me, or for loss or damage to any personal property belonging to me, while on premises of 25896 Riley Rd, or while in the care of any representative thereof.

5. **WAIVER OF SAFETY RULES:** I have been, and will continue to be, instructed on procedures of risk prevention, including but not limited to: riding with an approved helmet and not riding alone. I understand that such instruction will be offered to me by the staff on behalf of own safety. Should I choose to disregard these suggestions concerning safe horse management, I understand that I do so at my own risk. **I OWN MY HORSE AND CHOOSE TO RIDE ALONE**_____.

6. A complete form listing any allergies, ailments, or handicaps I, or any member of my family who will be a participant of riding activities, and of which the above mentioned stable should be aware of, has been attached.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICATES, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE.

FULL NAME(S) OF RIDERS:

RIDER'S NAME _____ **AGE** _____ **DOB** _____

PARENT/GUARDIAN _____

RIDER/GUARDIAN'S SIGNATURE _____ **CELL#** _____ **DATE** _____

FULL ADDRESS _____ **E-MAIL** _____