

Name \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone \_\_\_\_\_

### HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM

I am aware that during the horse trip and associated activities such as rafting, hiking, swimming, climbing, mountain bikes ect. in which I am participating under the arrangement of Montgomery's Outdoor Adventures, Adventures On The Gorge and/or any associated companies/lessor/sublessors; Montgomery's Outdoor Adventures, its agents, employees and associates, certain substantial risks and dangers may occur, including but not limited to hazards of horseback riding in rough terrain, disease, strain/sprains, fractures, partial or total paralysis, death, accidents, drowning, loss or damage to personal property snake bites, illnesses or injuries in remote places without medical facilities, hazards of mounting and dismounting horses, hazards of travel by bus, automobile or any other vehicle. These risks may arise from foreseeable or unforeseeable causes including a guide may misjudge terrain, weather, trail or river route location or water level. For the purpose of this form, the horseman shall be defined as Montgomery's Outdoor Adventures, its owners, guides, staff and volunteers who engage in organizing, promotion, presenting and providing equestrian activities. Decisions by guides, staff, owners and volunteers are part of the inherent risk of horseback riding.

In consideration of and as part of payment for the right to participate in such horseback activities and the services, food, and beverages, if any, arranged for me by Montgomery's Outdoor Adventures, it's agents, employees, associates, staff, owners and volunteers. I have and do hereby assume all of the above risks, and release and agree to hold harmless Montgomery's Outdoor Adventures, its owners, guides, staff and volunteers from all/any liability, actions, course of action, debts, claims and demands of every kind, and nature whatsoever which I now have or may arise out of or in connection with my trip or participation in any of the basecamp or related activities. I further understand that a collision with any object or a fall from the horse for ANY reason is the responsibility of the participant(s) involved and is NOT the fault of the horseman, guide, staff, owner, or volunteers. I further agree to give Montgomery's Outdoor Adventures permission to use my photo, video, audio and other material for advertising purposes without further compensation to me. The terms hereof shall serve as a release, contract indemnification (allowing collection of legal fee from plaintiff and assumptions of risks for my heirs, executors, and administrators and for all members of my family, including any minors accompanying me).

I certify that I will not hold Montgomery's Outdoor Adventures, it's agents, employees, associates, staff, owners and volunteers responsible for any harm occurring wholly or partially as a result of any existing health problems including but not limited to, reactions to bee stings, poison ivy, or the constriction of the airway. If medical evacuation is needed, I agree to release Montgomery's Outdoor Adventures for any charges. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts of other conduct by the owner's agents, volunteers and staff of the above listed companies. I also agree to release and hold harmless Montgomery's Outdoor Adventures, it's agents, employees, associates, staff, owners and volunteers from falls or injuries sustained by my horse spooking at the animals (snakes, bears, deer, ect) buses tractors, chainsaw, and other equipment that may be foreseen or unforeseen.

The venue for any dispute that may arise out of the agreement between the parties to which Montgomery's Outdoor Adventures or its agents in the party, shall either be in the Fayette County or WV States Supreme Court of the Federal District Court in Beckley WV. If any portion of this release is found to be invalid, the rest shall remain valid and in force.

I HAVE READ THE ABOVE WAIVER AND RELEASE/CONTRACT AND BY SIGING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE THE ABOVE LISTED COMPANIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I ACCEPT THE USE OF A HELMET \_\_\_\_\_

I DECLINE THE USE OF A HELMET \_\_\_\_\_

\_\_\_\_\_(Initial) I understand that for the safety of the rider and the welfare of the horses/mules, height and weight restrictions may apply. The staff, guides, owners and volunteers for Montgomery's Outdoor Adventures reserve the right to refuse a ride to anyone in excess of 250 lbs. Children must be 8 years of age and must be strong and tall enough to safely sit on and control their horse.

\_\_\_\_\_(Initial) I understand the verbal instructions and demonstration that I have been given from the staff, guides, owners, and volunteers of Montgomery's Outdoor Adventures is for my own safety and for the safety of others including the horses/mules. Should I fail to adhere to any of the rules and regulations, Montgomery's Outdoor Adventures has the right to end my trip immediately (without a refund) and/or take precautionary measures to ensure safety for all participants and horses/mules.

\_\_\_\_\_(Initial) I understand that Montgomery's Outdoor Adventures and its owners, staff, guides, and volunteers choose its horses based on disposition and basic training as is required for use as a riding horse for novice/beginner riders but I also understand that horses/mules are living animals and can become scared resulting in but not limited to stopping short, changing directions at will, changing speeds at will, shifting its weight quickly, bucking, kicking, rearing, biting, and running from danger. I understand that I must steer and stop the horse appropriately and if I cannot do so I am a safety risk and will be removed from the horse and the ride immediately with no refund. I understand that the horses/mules are chosen for their riders based on their personality and rider experience, changing horses will not be allowed.

\_\_\_\_\_(Initial) Riders may not carry loose items that may fall, blow away, rattle, flap in the wind, bounce, and/or make sharp noises that could scare the participant or other participant's horses. If an item is dropped along the trail, the ride will not stop to retrieve it. Participants will be able to retrieve items at the end of their ride. Cameras may not be passed off to another rider while the ride is in motion.

\_\_\_\_\_(Initial) I understand that this trail ride is a family/kid friendly environment and swearing and crude humor will not be tolerated. I also understand that this ride is a walking only ride. If a guide sees a rider purposely making their horse trot, the rider will be removed from the horse and will walk back to the stables. This is for the safety of all participants and guides as well as the horses/mules.

\_\_\_\_\_(Initial) I understand that the saddle girths/cinches (fasteners around the horse's belly) can and may loosen during a ride. If a rider notices this they must tell a guide or volunteer immediately so action can be taken to prevent saddles from slipping further, resulting in a fall from the horse/mule.

Preexisting medical conditions/allergies: \_\_\_\_\_

The West Virginia Equestrian Activities Responsibility Act (WV code 20-1 through 7) imposes the following duties on participants in equestrian activities:

1. Participants have the sole individual responsibility for knowing the range of his/her ability to manage, care for, and control a particular horse or perform a particular equestrian activity.
2. It is the duty of each participant to act within the limits of the participant's own ability to maintain a reasonable control of the particular horse at all times.
3. Heed all posted/verbal/demonstrated warnings.
4. Perform equestrian activities only in an area or in facilities designated by the horseman.
5. Refrain from acting in a manner which may cause or contribute to the injury of anyone.
6. Report any incident involving personal injury or illness experienced during the course of any equestrian event. If such injury or illness occurs, the participant shall leave personal identification, including name and address.

\_\_\_\_\_  
Signature of Participant (**ALL participants must sign, minors included**)

\_\_\_\_\_  
Signature of Parent/Guardian (if under 18)

Date of Ride: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

