

WAIVER & RELEASE

FOR EQUESTRIAN TRAILS, INC., ACTIVITIES

This Is A Waiver of Your Legal Rights, And An Agreement Not To Sue

Serious Injury Or Death May Result From Riding Or Being Near Horses

1. **Participant's Name** (print): _____

Address: _____ **City:** _____ **State:** _____

Telephone: () _____ **ETI Member** _____ **If Yes, Corral #:** _____

2. **Liability Release.**

In consideration for Equestrian Trails, Inc. ("ETI") allowing me or my child to voluntarily participate in its activities, I agree as follows:

- a. This agreement, waiver and release applies to ETI and to ETI's affiliated Corrals, committees, employees, predecessors, successors, attorneys, insurers, members and volunteers who are working in the course and scope of their duties on behalf of ETI, including its affiliated Corrals, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death ("Released Parties");
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future ETI activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, stable or on a trail ride in association with ETI) and I assume all risks of injury or death as set forth in this release;
- c. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
- d. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

3. **Activity Risk.**

I understand that some ETI activities take place in isolated or wilderness areas over rough terrain, and/or trails of unknown condition, and others take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that the organizers, workers and members involved in ETI activities are not professionals in the horse industry, or in the planning or conducting of trips or camping events, or in other areas of expertise involved in ETI activities. I also understand that horseback riding is a rugged adventure, recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in ETI activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses. I understand that ETI is a non-profit club of private individuals who have come together to support and enjoy recreation-oriented activities.

4. **Nature of Horses.**

I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5

to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

5. Conditions of Nature & Locations.

I agree that the Released Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The Released Parties have not inspected, and make no representations or warranties concerning the safety or condition of, any trail, camping site, arena and/or other location of ETI events.

6. Helmet Warning.

I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor child do not wear a helmet, it is because we so choose.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Dated: _____

Participant's Signature: _____

(Printed Name)

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 2, ABOVE, TO RELEASE AND INDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR:

Minor's Birth Date: _____

Dated: _____

Signature: _____

Relationship to Minor: _____

(Printed Name of Signor)

ETI Witness (print name) _____ Corral # _____

Description of Event Where Signed: _____