

GUIDED RANGE RIDE AT MUSIC MEADOWS
RISK WARNING, WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN
LEGAL RIGHTS**

In consideration for my being permitted to participate in the activities of MUSIC MEADOWS RANGE RIDES and the use of the property, animals, and facilities, I agree to the following Waiver and Release:

1. ASSUMPTION OF RISK – I hereby acknowledge, accept and agree that the activity / sport of horseback riding involves inherent risks, hazards and dangers for anyone that cannot be eliminated, particularly in a ranching environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:
 - a. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them.
 - b. The unpredictable and predictable reaction of your horse to such things as sounds, sudden movement, unfamiliar objects, persons, wildlife, insects, other horses and cattle.
 - c. Certain hazards such as surface and sub-surface conditions and the animal's reaction i.e. weather, moving water, inclines and declines, or boggy ground.
 - d. Collision with other animals or objects such as bumping your leg into a tree, scraping your upper body if riding into a tree branch or a rider out of control.
 - e. Failure of participant to follow instructions or failure to ask for instructions or clarification which may cause negligence and contribute to injury of the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
 - f. Because this is an "open range" ride rather than a strictly "down the trail ride" I will encounter a higher degree of variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural.
 - f. Hiking in rugged country.
 - g. Temperature extremes and altitude which could contribute to illness or death.
 - h. Inclement weather conditions and the unavailability of immediate medical attention on the on the ranch in case of injury.
 - h. The risk of handling firearms and being near others that have firearms in their possession.
 - i. Injuries caused by malfunctioning of any equipment.
 - j. Choosing not to wear a helmet.
 - k. Pushing my feet further into the stirrup than instructed (ride on the ball of the foot) which in an unplanned dismount can cause my foot to be caught with the potential of being drug by a frightened horse.
 - l. Unlike head to tail typical trail horses, I am riding well trained and responsive ranch horses that have instinct to work the cattle. I realize that I must use the instruction given me to fully control the speed and direction of my horse at all times.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with a staff member. I understand these activities require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. **I WILL PAY STRICT ATTENTION TO THE INSTRUCTION AND SAFETY LECTURE AND I WILL COMPLY WITH THE DIRECTION OF THE STAFF MEMBER(S). I am not under the influence of alcohol or drugs. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF MUSIC MEADOWS RANGE RIDES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**

- 2. RELEASE – I hereby release and discharge MUSIC MEADOWS RANGE RIDES Its owners affiliates agents employees, and their successors and assigns, from any and all liabilities, suites, claims, and demand actions or damages (including but not limited to attorneys fees and disbursements) incurred by me rising out of participation in activities associated with riding and the acts before and after riding, including without limitation, all claims for property damage, personal injury wrongful death even to the extent that such loss or damage is caused by or results from the negligence of any such party. This release is binding on my heirs, assigns and agents.**
- 3. INDEMNIFICATION – I hereby agree to indemnify and hold harmless MUSIC MEADOWS RANGE RIDES, its owners, affiliates, agents and employees, and their successors and assigns, from any and all actions, claims, demands, losses and costs of any nature whatsoever arising out of, or in anyway relating to my activities with MUSIC MEADOWS RANGE RIDES including that caused by the negligence of any such party. This indemnification is binding on my heirs, assigns, and agents. The term of this agreement shall continue in effect after the trip/ activity. The site and governing laws of any state shall be in and of the state of Colorado. In short I cannot sue or collect money from MUSIC MEADOWS RANGE RIDES,**
- 4. AGREEMENT TO FOLLOW THE SAFETY POLICIES/RULES OF MUSIC MEADOWS RANGE RIDES. I assume full responsibility for my own safety as well as safety of others that I may impact while involved with MUSIC MEADOWS RANGE RIDES whose safety policies I agree to abide by and enforce. This includes but is not limited to:**
 - a. Clients are to follow the guide instructions, but are to ask questions about anything appearing unsafe or unclear. If I see or hear anything that I feel is potentially or actual dangerous, I understand it is my responsibility to question and inform my guide/wrangler until corrected or satisfactorily answered.**
 - b. When a client is mounted and drops anything they must ask the guide to pick it up for them or the client may do a supervised dismount.**
 - c. Client rider must keep their horse at least one horse length away from the horse in front of them.**

- d. Under no circumstances may the client rider dismount without the permission of the guide.
- e. I will not start the ride until the guide has taught me how to fully control my horse.
- f. I will not start the ride until the guide has adjusted my stirrup length until my feet easily fit and I can stand up only a few inches out of the saddle
- g. I will have the guide show me that the cinch and latigo are not worn and how they fasten.
- h. Clients will navigate around the horses on the ground as instructed in the manner our horses are accustomed to.

5. STATEMENT OF EXPERIENCE and HEALTH

It is our goal to provide our guests with a safe, comfortable and enjoyable experience. We ask that you provide the following information:

NAME: (NEATLY PRINT) _____
 ADDRESS: _____
 TELEPHONE: _____
 EMERGENCY CONTACT: _____
 RELATIONSHIP: _____ TELEPHONE: _____

1. Age: _____ Weight: _____ Height: _____
 2. Riding Experience (please check whichever is most accurate):
 - I have never ridden before
 - I have ridden a few times
 - I ride frequently
 - The last time I rode was _____.
 3. Have you ever had or been diagnosed as having heart or coronary artery disease?
 - Yes No If yes, please describe any limitations on activities, medications or other relevant information: _____
-
4. Are you pregnant? Yes No
 5. Allergies (including allergic reactions to specific medications)? Yes No
 If yes, describe condition and/or medication: _____
 6. Dietary restrictions? Yes No If yes describe: _____
-
6. Any other condition that requires special consideration or taking/carrying of special medication or equipment? Yes No If yes, describe condition, medications or equipment required, any restrictions caused by the same, and any special instructions needed _____
-

The company reserves the right to remove me from the trip/outing/ experience permanently or for a specified period of time for any breach of safety policies or because my physical condition compromises my safety for horseback riding.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

As a party of this contract I hereby acknowledge in my own handwriting “I have read and agree by the terms of these agreements” (Please write this phrase on the line below)

(I have read and agree by the terms of these agreements)

**Client Signature
(Parent/Legal Guardian Sign Below)**

_____,20_____
Date

INDEMNIFICATION

If under eighteen years of age, parent or legal guardian must sign the following indemnification:

Name(s) of Minor(s) (NEATLY PRINT) _____

In consideration for the above minor being permitted by _____ to participate in the activities of MUSIC MEADOWS RANGE RIDES which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, or legal guardian of the above minor for himself/herself and on behalf of said minor(s), hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend MUSIC MEADOWS RANGE RIDES, their liabilities (including reasonable attorneys fees and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor’s participation in the activities of horseback riding and his or her use of the property, animals and facilities of MUSIC MEADOWS RANGE RIDES. I, for myself and on behalf of said minor, further agree not to sue MUSIC MEADOWS RANGE RIDES as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of MUSIC MEADOWS RANGE RIDES.

Date _____

Signature of Parent or Legal Guardian _____

Print Name of Parent or Legal Guardian _____

