

Bear Creek Adventures LC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT HORSEBACK RIDING

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO IT'S TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOU CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF BEAR CREEK ADVENTURES LC, IT'S OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES."). THIS FORM MUST BE FILLED OUT COMPLETELY!

Name: _____ Phone: _____ Local Phone or Room #: _____

Mailing Address: _____ E-mail Address: _____

City: _____ State: _____ Zip: _____

Age: _____ Weight: _____ Height: _____ Riding ability: Beginner ! Intermediate ! Expert !

Date of Ride: _____, 2006 Length of Ride: _____ Price: _____

In consideration for allowing me (and/or my minor child(ren) to handle and ride a horse or mule and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns:

1. I acknowledge that a horse or mule may, without warning or apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen, fall off, or break- all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. I acknowledge that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of control, collisions, and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal irrespective of it's training and usual past behavior and characteristics, may encounter variations in terrain, which may result in injury or damage. I acknowledge that that these are my responsibility, and I assume the risk for these hazards, including breaks, growth, debris, rocks, cliffs and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man made or natural.
3. I ACKNOWLEDGE THAT RIDING AND HANDLING HORSES AND MULES IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses and mules, regardless of their training and past performance.
4. I voluntarily assume the risk and danger of injury or death inherent in the handling and/or riding of the horse or mule, and use of saddles, bridles, equipment and gear provided to me by the Releasees. Releasees will provide a wrangler or guide for the horseback ride, and I agree to follow the instructions of the wrangler or guide throughout the horseback ride and I understand that the wrangler or guide may terminate the horseback ride at any time. I also understand and agree that there will be no refunds on account of adverse weather, illness, injury or other termination of the horseback ride.
5. I release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my child's person or property arising out of riding or handling a horse or mule, or use of saddles, bridles, equipment or gear provided by the Releasees.
6. I release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse or mule, including but not limited to training or selecting of horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills, or leading and supervising riders, which resulted in loss, damage, injury (including death) or both.
7. I indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or mule and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
8. I expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of New Mexico and is intended to be as broad and inclusive as is permitted by New Mexico law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
9. I acknowledge that this Agreement is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such an action.

If the person(s) who is to enter into this Agreement is under eighteen (18) years of age, his her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand it is a promise not to sue and to release the stable, it's owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse or mule. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of this horseback riding experience.

BEAR CREEK ADVENTURES LC

RIDER (Guardian of Rider if Rider is under 18 years of age)

By: _____

Signature: _____

Date: _____

Date: _____