

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

**RANCHO CORAZON, LLC
828 HWY 408 / P.O. BOX 88
LEMITAR, NEW MEXICO 87823**

PLEASE READ CAREFULLY BEFORE SIGNING

1. Registration of Riders and Agreement Purpose. I, the following individual hereinafter known as the "Rider," and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on Rancho Corazon, LLC's premises, and that this Rider will ride a horse provided to him/her by Rancho Corazon, LLC, his/her own horse, or one borrowed or leased by Rider's own arrangement, today and on all future dates:

RIDER NAME: _____	AGE (if under 21) _____
	Parent or Legal Guardian's Name (if applicable): _____

2. Agreement Scope and Territory and Definitions. This agreement shall be legally binding upon me, the registered Rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of New Mexico. The term "horse" herein shall refer to all equine species. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I," "me," "my" shall herein refer to the above registered rider and the parents and legal guardians thereof if a minor.

3. Nature of Riding Horses. 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, rearing, kicking, biting, or running from danger.

4. Rider Responsibility. Upon mounting a horse or taking up the reins, the Rider is in primary control of the horse. The Rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The Rider shall be responsible for his/her own safety.

5. Conditions of Nature. Rancho Corazon, LLC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

6. Inspection of Premises. Rider has inspected Rancho Corazon, LLC's facilities and trails and is satisfied that all premises conditions are reasonably safe for Rider's intended purpose, usage and presence upon the Rancho Corazon, LLC premises.

7. Accident/Medical and Personal Liability Insurance. Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my personal liability shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

8. Protective Headgear Warning. I have been fully warned and advised by Rancho Corazon, LLC that the Rider should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, or otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors age 16 and under are required to wear protective headgear.

9. Liability Release. In consideration of Rancho Corazon, LLC allowing my participating in this activity, under the terms set forth herein, I, the Rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release Rancho Corazon, LLC, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Rancho Corazon LLC's ordinary negligence; and I do further agree that except in the event of Rancho Corazon LLC's gross negligence or willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against Rancho Corazon, LLC, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operation of Rancho Corazon, LLC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Rancho Corazon, LLC.

10. Attorneys' Fees. Should Rancho Corazon, LLC bring an action in any court of competent jurisdiction to enforce any of the provisions hereof, and prevail in any aspect of such action, Rider agrees to pay reasonable attorneys' fees and court costs incurred by Rancho Corazon, LLC by reason of such action.

All Rider and Parents or Legal Guardians must sign below after reading this entire document.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND CORRECT.

Signature of Rider

Date

Parent or Legal Guardian (Print Name)

Date

Address in Full: _____

Home Phone #: _____

Cell Phone #: _____

Work Phone #: _____