

TRAIL RIDES BY KRAUS – WAIVER

_____ *Individuals who choose to participate in Trail Rides by Kraus must have the ability to follow and execute oral instructions without assistance. This includes mounting and dismounting without aids or assistance.

_____ I also understand that by participating in the trail ride program and all that is involved, I release Trail Rides by Kraus of any liability due to the following Missouri Statute:

WARNING

Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

I also understand that I am responsible for myself if there is a loss of employment, school, or other activity, and for any medical expenses or any other expenses incurred because of such bodily injury or property damage; and that I hereby for myself, my heirs, administrators and assigns release and discharge the owners, operators, and sponsors of Trail Rides by Kraus and their respective servants, agents, officers and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person and/or property.

I _____ am over 18 years of age - DATE: _____

PLEASE FILL OUT THE FOLLOWING IF THE RIDER IS UNDER THE AGE OF 18

I _____ (mother / father / legal guardian) of the rider listed below take full responsibility for their safety and welfare. I have read and understand the Missouri Warning Statute as well as the Liability Release. I am fully aware of the inherent risks of participating in equine activities such as trail riding.

1) _____ age: _____ Relationship: _____

Under age 18 participants

I _____ am over 18 years of age. Date: _____

Signature of over age 18 participant / Parent / Guardian

HORSE RENTAL AGREEMENT **FOR INDIVIDUALS**

This form must be completed by and for each participant

TRAIL RIDES BY KRAUS., hereinafter known as "THIS STABLE"

LOCATION 333 Hillsboro Rd. High Ridge, Mo. 63049

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY or DEATH MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

- A) **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire 'THIS STABLE' n horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

RIDER NAME	AGE (if under 21)	Horse riding experience	Please initial below
1)	_____	____ beg. Under 10 hr's ____ over 10 hours	Rider does not weigh over 240 lbs _____

Does this rider have a physical or mental condition, which may affect his/her safety and capability to ride a horse, of which we should be aware? ____yes or ____no (**check one**)

ALL RIDERS MUST HAVE THE ABILITY TO MOUNT AND DISMOUNT WITHOUT AIDS OR ASSISTANCE AND HAVE THE ABILITY TO EXECUTE ORAL INSTRUCTION

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

PLEASE READ CAREFULLY BEFORE SIGNING

- B) **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 and county of **THIS STABLE'S** physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which **THIS STABLE** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**HORSE**" herein shall refer to all equine species. The term "**HORSEBACK RIDING**" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. 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 term "**I**", "**ME**", "**MY**" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

- C) ACTIVITY RISK CLASSIFICATION - I UNDERSTAND THAT: Horseback riding is classified as **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, and that there are numerous obvious and no obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 67th among the activities of people relative to injuries that result in a stay in a U.S. Hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **I/WE** further understand that applicant may be participating in a “WILDERNESS EXPERIENCE” and that the meaning of this term is defined as follows. **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLAND, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.**
- D) NATURE OF STABLE HORSES – I UNDERSTAND THAT: THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and **THIS STABLE** follows a rigid risk reduction program, yet no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal(human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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.
- E) RIDER RESPONSIBILITY – I UNDERSTAND THAT: Upon mounting a horse and 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 about the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. **THIS STABLE** advises pregnant women not to ride horses, unless permission is given under advice of her physician.
- F) PROTECTIVE HEADGEAR OFFERING – for myself and on behalf of my child and/or legal ward, have been offered a SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet by **THIS STABLE** and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences. It is understood this **STABLE - PROVIDED** protective headgear may not be of perfect fit for each rider’s head, and that once provided **I/WE** will be responsible for securing the helmet on this rider’s head at all times. Mark an “X” below in the box before the statement which describes your choice to wear, or not wear, **STABLE – PROVIDED** protective headgear.
- G) CONDITIONS OF NATURE – I UNDERSTAND THAT: THIS STABLE 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, lightning, rain,

wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite 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.

- H) CARRY-ON OBJECTS AND SHARP NOISES - I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly gearing a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, and purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- I) SADDLE GIRTHS-NATURAL LOOSENING – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse’s belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.
- J) ACCIDENT/MEDICAL INSURANCE – I AGREE THAT: Should emergency 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 the policy number is: _____.
- K) PROTECTIVE HEADGEAR OFFERING: I for myself and on behalf of my child and/or legal ward, have been offered a SEI CERTIFIED ASTM STANDARD F 1163 equestrian Helmet by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider’s head, and the once provided I?WE will be responsible for securing the helmet on this rider’s head at all times. Mark and “X” below in the box before the statement which describes your choice to wear, or not to wear, STABLE –PROVIDED protective headgear.
- PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which THIS STABLE provides.
- PROTECTIVE HEADGEAR REFUSAL: I/WE refuse to wear any type of protective headgear and/or will provide MY/OUR own I/WE accept full responsibility for MY/OUR safety in this decision.
- L) LIABILITY RELEASE I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein. I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (herein after, collectively referred to as “ASSOCIATES”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE’S and/or IT’S ASSOCIATES ordinary negligence; and I do further agree that except in the event of THIS STABLE’S gross negligence and willful and misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE, and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child

and/or legal ward in relation to the promise, and operations of THIS STABLE, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of THIS STABLE. Whether on or off the premises of THIS STABLE.

All Riders and Parents or Legal guardians must sign below after reading this entire document. Each spouse must sign:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER - if over 18 (Spouse must sign for themselves)

DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1

FOR _____
NAME OF RIDER (please print)

DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2

FOR _____
NAME OF RIDER (please print)

DATE

Address in full: _____

Home Phone #: _____

Cell #: _____

Bus. #: _____

Emergency Contact: _____

Phone#: _____