

LAS VEGAS TOUR COMPANY, LLC

COWBOY TRAIL RIDES

Stables in Red Rock Canyon at 4053 Fossil Ridge Rd 89161
Mailing Address: 9030 W. Sahara Ave #450 Las Vegas NV 89117
Ph. (702) 387-2457

Date: _____
 Ride: _____
 PAX: _____
 Paid: _____

HORSE REANTAL, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT FOR INDIVIDUALS

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

(This Form must be completed in full by and for each participant)

(One adult and up to 2 minors per form only)

Name of Participants (Please Print): _____
 Home Address: _____ City: _____
 State: _____ Zip: _____ Country: _____
 Home Ph. (_____) _____ Work Ph. (_____) _____
 Email: _____ Check box to receive promotions, discounts, newsletter

Initial Each Box In
 Section A-L. After
 Reading, Parents
 or Guardians Must
 Also Sign

**PLEASE READ
 CAREFULLY BEFORE
 SIGNING**

SERIOUS INJURY MAY RESULT
 FROM YOUR PARTICIPATION IN
 THIS ACTIVITY. THIS STABLE
 DOES NOT GUARANTEE YOUR
 SAFETY

- A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE**—In Consideration of the payment of a fee and the signing of this agreement, I, the above listed individual, and the parent or the legal guardians thereof if a minor, do hereby voluntarily agree to hire from THIS STABLE a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.
- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS**—This agreement shall be legally binding upon me, the registered participant, 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. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLES'S property, be near any horse, receive instruction or guidance from its associates and / or am near horses on or off of THIS STABLES property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with the state law, then that single part is null and void. The terms "HORSEBACK RIDING", "HORSE", and "EQUINE" herein shall refer to riding or otherwise handling of all equine species, whether from the ground or mounting, mounted or dismounting. The term "I", "WE", "ME", "My" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
- C. INHERENT RISKS / ASSUMPTION OF RISKS—I ACKNOWLEDGE THAT:** Horseback Riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious risks, conditions, and dangers that are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following; The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss of participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. 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 a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the 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; Spinning around; Changing directions and / or speed at will; shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all the possible risks for me.**
- D. PARTICIPANTS RESPONSIBILITY—I / WE ACKNOWLEDGE THAT:** Upon mounting a horse and taking up the reins the participant is in primary control of the horse. The participant's safety largely depends upon his / her ability to carry out simple instructions, and his / her ability to remain balanced aboard the moving animal. I / WE agree that the participant shall be responsible for his / her own safety and that of an unborn child if the participant is pregnant. THIS STABLE advises pregnant women not to participate in equine activities, unless permission is given under advice of her physician.
- E. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMESIS—I / WE ACKNOWLEDGE THAT:** The participant May be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT the meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands and / or desert, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include but not limited to, mammals, birds, reptiles, insects, which are not tames, may be savage and unpredictable in nature and also wandering at their will. **I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, fly on, 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. I / WE also acknowledge that these are just some of the risks and I agree to assume others not mention above. I am not relying on THIS STABLE to list all possible conditions for me. **The participant and or parent or legal guardian have inspected THIS STABLE'S facility and are satisfied that all premise condition are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises**

F. HUMAN ACTIVITIES— I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of other human activities that can but are not limited to; scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: mountain biking, hiking, climbing, jogging, running, driving a vehicle or ATV, horseback riding. I / WE also acknowledge that these are just some of the risks and I agree to assume others not mention above. I am not relying on THIS STABLE to list all possible conditions and / or risks for me.

G. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING—I / WE ACKNOWLEDGE THAT: When approaching from the ground, mounting, mounted, and / or dismounting horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses, clothes. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses or causing them to react in unsafe ways.

H. SADDLE GIRTHS-NATURAL LOOSENING—I / WE ACKNOWLEDGE THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during riding. If a participant / rider notices any girth loosening he / she must alert the nearest guide or wrangler or attendant as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the horse.

I. ACCIDENTAL / MEDICAL INSURANCE—I / WE ACKNOWLEDGE THAT: Should emergency medical treatment be required, I / WE and / or my own accidental / medical insurance company shall pay for ALL such incurred expenses. I / WE do or do not have accidental /medical insurance _____. I / WE have accidental / Medical insurance and my company is _____ and my policy number is _____.

J. PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may 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. I / WE ACKNOWLEDGE THAT: THIS STABLE has offered me, my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I / WE ACKNOWLEDGE THAT: Once provided. If I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. I am not relying on THIS STABLE and / or its associate to check any headgear / helmet or headgear / helmet strap that I may wear, or monitor my compliance with this suggestion at any time now or in the future.

K. THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY—I / WE understand and agree that THIS STABLE requires riders to wear ASTM STANDARD F 1163 PROTECTIVE Headgear / Helmet according to the following requirements.

Participant / Rider Age Protective Headgear / Helmet Requirement

- 6 Yrs. and Younger** For their safety, Children 6 yrs. old and younger may not participate as a rider in horse rental and trail riding services
- 7 Yrs. through 15 Yrs.** Must wear protective headgear / helmet.
- 16 and 17 Yrs.** Must wear the protective headgear / helmet unless their parents or legal guardians sign the refusal statement box
- 18 Yrs. and Older** Must choose to wear or not to wear the protective headgear / helmet by checking the acceptance or refusal box

PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER

Check your choice:

ACCEPT **PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which THIS STABLE provides and will be solely responsible for securing the headgear / helmet on the participant's head.

REFUSE **PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

L. LIABILITY RELEASE—I / WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on the behalf of my child and / or legal ward, heirs, administrators, personal representatives, assigns, do agree to release, hold harmless, and discharge THIS STABLE, Its owners, agents, employees, officers, directors, representatives, assigns, members, owners of the premises and the trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, 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 anticipated, due to THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document. Minors 13 Years and older MUST also sign below

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, Represent that I / WE have read and do understand THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE understand that by signing THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE attest that all facts are true and accurate. I / WE signing this while of sound mind and NOT suffering from shock, or under the influence of alcohol, drugs or intoxicants.

Signature of Participant (Spouse Must Sign for Themselves) Name of Participant (Printed) _____
Date

Signature of Parent, Guardian, or Spouse for _____
Name of Participant (Printed) Age of Minor Signature of Minor 13 Years and Older Date

Signature of Parent, Guardian, or Spouse for _____
Name of Participant (Printed) Age of Minor Signature of Minor 13 Years and Older Date