

**HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM
FOR INDIVIDUALS**

This form must be completed by and for each participant

Cataloochee Resort, Inc. [CR, Inc.]

119 Ranch Drive, Maggie Valley, NC 28751

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

CR, Inc. 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 from **CR, Inc.**, a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Age and Weight Limits apply.

RIDER NAME	AGE	HEIGHT	WEIGHT	HORSE RIDING EXPERIENCE (Circle one which applies)	
1.				1st Time Rider Beginner (Beg)	Intermediate (Int) Advanced (Adv)
<u>HOW TO CLASSIFY YOURSELF:</u> (Note: It is very important that you classify yourself correctly)					
First Time Rider: Never been on a horse before					
Beginner (Beg): The beginner ability level covers anyone who has ridden one time to someone who is moderately comfortable trotting. A beginner ride goes slower and usually includes some trotting.					
Intermediate (Int.): If you classify yourself as an intermediate rider you will be expected to feel comfortable trotting and you feel fairly comfortable cantering on the trail.					
Advanced (Adv.): If you classify yourself as an advanced rider you are expected to control your horse in all situations, including in a trot or canter.					
Does this rider have a physical or mental condition, which may affect his/her safety and liability to ride a horse, of which we should be aware? Yes No (circle one) If "yes", how can we help this rider with his/her special needs?					

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

____ | **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 **CR, Inc.**'s physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which **CR, Inc.** 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 terms "**I**", "**ME**", "**MY**" shall herein refer to the above registered rider and the parents or legal guardians thereof if it is 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 non-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 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. 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: **CR, Inc.** 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 **CR, Inc.** 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 3½ to 5½ 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.

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

PLEASE READ CAREFULLY BEFORE SIGNING

____ | **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 aboard 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. **CR, Inc.** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

____ | **F. CONDITIONS OF NATURE** – I UNDERSTAND THAT: **CR, Inc.** 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.

____ | **G. 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 scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

____ | **H. 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.

____ | **I. 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 my policy number is _____

____ | **J. PROTECTIVE HEADGEAR OFFERING – 12 YEARS & UNDER ARE REQUIRED TO WEAR HEADGEAR.** – 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 **CR, Inc.** 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 **CR, Inc.-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 to wear, **CR, Inc.-PROVIDED** protective headgear.

PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which **CR, Inc.** 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.

____ | **K. LIABILITY RELEASE:** I AGREE THAT: In consideration of **CR, Inc.** 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 **CR, Inc.**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its 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 unanticipated, due to **CR, Inc.’s** and/or **ITS ASSOCIATES** ordinary negligence; and I do further agree that except in the event of **CR, Inc.’s** gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **CR, Inc.** 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 premises and operations of **CR, Inc.**, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of **CR, Inc.**, whether on or off the premises of **CR, Inc.**

____ | **All Riders and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign:**

SIGNER STATEMENT OF AWARENESS
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 (Spouses 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 #: _____

_____ Bus. Phone #: _____

Email Address: _____

GRATUITIES FOR WRANGLERS ARE APPRECIATED.