HORSE RIDING INDEMNITY AND LIABILITY RELEASE FORM

HORSEBACK RIDING CAN BE DANGEROUS

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

By this agreement made and entered on (date) _____

By and between (your name) _____

Who resides at (your address) _____

hereinafter referred to as " I " and Happy Trails Trail Rides, hereinafter referred to as " Happy Trails " of 2012 A Sunset Avenue, San Diego, CA 92154.

It is hereby agreed to as follows:

1. **HAZARDOUS ACTIVITY:** I understand that horseback riding is a hazardous activity and that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand that these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward. _____ (Initial here)
2. **RIDING HELMETS:** I understand that I can better protect myself against head injuries by wearing protective equestrian head gear while mounting, riding, dismounting and being around horses. Happy Trails will provide helmets to all riders free of charge. I accept full responsibility for the increased risk of injury if I decide not to wear a helmet or not to require my child or legal ward to wear a helmet. _____ (Initial here)
3. **LIABILITY RELEASE:** I understand that, except in the event of Happy Trails' wanton or willful negligence, I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding a horse provided by Happy Trails. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge Happy Trails (the Trail Ride operators) and all of their officers and employees from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property. _____ (Initial here)
4. **INDEMNITY**: I agree to indemnify and pay any expenses, loss or damage that is incurred by Happy Trails and all of their officers and employees arising out of my rental and riding, or my child or legal ward's rental and riding of a horse supplied by Happy Trails. _____ (Initial here)
5. **INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:** In the knowledge that a parent by law can not waive the personal injury rights or other claims of a (their) minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify Happy Trails and all of their officers and employees from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against Happy Trails and all of their officers and employees for personal injuries suffered by said minor alleging negligent acts or acts of omissions by Happy Trails and all of their officers and employees. _____(Initial here).

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM

_____ _____ _____ _____

Signature of Rider One | Date | Signature of Rider Two | Date

_____ _____ _____ _____

Signature of Rider Three | Date | Signature of Rider Four | Date

_____Signature of Parent or Guardian _____ Date