

**ARMSTRONG WOODS PACK STATION
PARTICIPANTS AGREEMENT AND RELEASE OF LIABILITY**

ANSWER CAREFULLY:

NAME	AGE	WEIGHT	DATE _____ RIDING EXPERIENCE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

ADDRESS: _____ Where did you learn about us?

TELEPHONE: (____) _____

**PLEASE READ CAREFULLY. THIS RELEASE CONTAINS IMPORTANT LIMITATIONS OF
ARMSTRONG WOODS PACK STATION'S LEGAL LIABILITY**

I am aware that horses can act unpredictably and horseback riding may be a hazardous activity. I am voluntarily participating in this activity with the knowledge of the dangers involved and hereby agree to accept any and all risks and responsibilities of injury or death to my own self or caused by me to others.

Armstrong Woods Pack Station relies on my answers to the above questions in selecting a saddle animal and is justified in such reliance. Armstrong Woods Pack Station make no warranty of any kind, expressed or implied, as to the habits, disposition, suitability, nature, or physical condition of any saddle animal, and equipment supplied by it. Armstrong Woods Pack Station is not a carrier, all rental animals being under the control of guests.

(All riders please initial) 1. _____ 2. _____ 3. _____ 4. _____ Non-riding parent: _____

I do hereby affirm and acknowledge that I have been fully informed of *the* inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks Include but are not limited to:

1. Risk of injury from the activity and equipment used in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and or malfunction of my own or others' equipment
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of Armstrong Woods Pack Station, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions,
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, lay down, jump, butt, step on a person's feet, or push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. Domesticated animals may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collision with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, Including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and Increase the risk of accident .
18. My sense of balance, physical coordination, and ability to follow instructions

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in Injury, illness, or death.

Express Assumption of Risk and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the activities that are the subject of this rental agreement. The risks are inherent in these concession activities; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees or representatives of the Concessionaire, the State of California, or any other person.

In consideration of being granted this rental agreement and the use of concession equipment,

I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST CONCESSIONAIRE, AND AGAINST THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (STATE), ARISING AS A RESULT OF MY PARTICIPATION IN THESE CONCESSION ACTIVITIES, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY CONCESSIONAIRE AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in these concession activities, even if it occurs as a result of the negligence of Concessionaire and/or State or defects in equipment, (2) absolve and release Concessionaire and State from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Concessionaire and State against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as these concession activities; I warrant that I possess these. I understand and agree that should emergency rescue services or evacuation become necessary, the expenses are my sole responsibility and not those of Concessionaire and/or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Concessionaire nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Concessionaire and State including, as applicable, their agents, employees, officers, directors, and shareholders.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Sign, print name, and date

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Relationship to all the above Minors? _____

Signature of parent or guardian for participant under age 18: _____

Name & Telephone of person to contact for emergencies: _____