

Signed On: \_\_\_\_\_

## RUBY'S RED CANYON HORSEBACK RIDES \*

### **ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, RELEASE OF LIABILITY AND INDEMNIFICATION**

**NOTICE:** BEFORE BEING PERMITTED TO PARTICIPATE IN THE HORSE RIDES, YOU MUST READ AND UNDERSTAND THIS AGREEMENT AND SIGN BELOW. NO MINOR UNDER THE AGE OF 18 YEARS WILL BE ALLOWED TO PARTICIPATE UNLESS THEIR NATURAL PARENT OR OTHER LEGAL GUARDIAN AGREES TO THE TERMS HEREIN AND SIGNS ON THE MINOR'S BEHALF.

**WARNING:** THE ACTIVITY OF HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY INVOLVING SIGNIFICANT ELEMENTS OF RISK INCLUDING, BUT NOT LIMITED TO, SERIOUS BODILY INJURY, PERMANENT TRAUMA, PARALYSIS AND EVEN DEATH. HORSES, IRRESPECTIVE OF THEIR PREVIOUS BEHAVIOR OR CHARACTERISTICS, MAY ACT OR REACT UNPREDICTABLY BASED UPON INSTINCT, FRIGHT OR LACK OF PROPER CONTROL BY THE RIDER. SOME PEOPLE EXHIBIT ALLERGIC REACTIONS TO HORSES OR DUST.

**ACKNOWLEDGMENT OF RISKS:** By signing this acknowledgment, I understand that the following describes some, but not all, of the ways in which I or the minor child of whom I have legal custody ("my Minor Child" or "Ward") may be so injured: (1) impact with the ground as a result of falling or being bucked from the horse; (2) a falling horse landing on its rider; (3) being stepped on, kicked, trampled or bitten by a horse; (4) colliding with the ground, fences, gates, trees or other obstacles; (4) hanging up or otherwise becoming entangled in stirrups, reins or other gear; (5) allergic reactions to horses or dust.

### **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:**

(1) I am aware that this activity entails risks of injury, paralysis or death to myself and/or my Minor Child or Ward for whom I am responsible. I agree to fully assume responsibility for the risks identified herein as well as those risks not specifically identified. I and/or my Minor Child or Ward are physically and mentally capable of participating in the horse ride.

(2) I assume fully responsibility for the risks property damage and personal injury or accidents of every type and degree to myself and/or my Minor Child or Ward, including, but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, scrapes, contusions, concussions, paralysis, neck and/or spinal injuries, shock, and death, and any resulting expenses.

(3) I and/or my Minor Child or Ward will not use or be under the influence of alcohol or intoxicating drugs while participating in the horse ride.

(4) I am eighteen (18) years of age or older and, if signing on behalf of my Minor Child or Ward, have the legal authority to enter into this agreement on behalf of my Minor Child or Ward.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury to me and/or my Minor Child or Ward while participating in the horse ride. I either have appropriate insurance or, in its absence, agree to pay all costs or medical services as may be incurred on behalf of me and/or my Minor Child or Ward.

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\* Ruby's Red Canyon Horseback Rides is a dba of Ruby's Inn, Inc.

**RELEASE AND INDEMNIFICATION:** In consideration for my and/or my Minor Child or Ward being allowed to participate in the horse ride, I, for myself and/or my Minor Child or Ward and our heirs, assigns and personal representatives, do hereby covenant not to sue and release:

**RUBY'S INN, INC., dba  
RUBY'S RED CANYON HORSEBACK RIDES**

their principals, shareholders, directors, officers, agents, employees and volunteers (collectively called "Releasees") from all liability and waive any claim for damage arising from any cause whatsoever, including Releasees' own negligence, regardless of whether such negligence is the partial or sole cause of any injury, damage or death, including property damage. I also agree to protect, indemnify and save Releasees harmless from all claims, demands and causes of action of every kind and character, including, but not limited to, attorneys' fees and other legal costs and expenses arising in my favor or in favor of my Minor Child or Ward, or in favor of our heirs, assigns, personal representatives and estates on account of any injuries or death, which I or my Minor Child or Ward may suffer.

**I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MYSELF AND/OR MY MINOR CHILD OR WARD AND OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATES.**

**SEVERABILITY:** If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction or by an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect.

<u>Name (printed)</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name(s) of Minor Child/Children I am also signing for  
\_\_\_\_\_  
\_\_\_\_\_

In case of emergency, notify: \_\_\_\_\_ Tel. No. \_\_\_\_\_  
(OPTIONAL)  
Insurance Company: \_\_\_\_\_

Insurance Policy No.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_