

**PLEASE READ CAREFULLY BEFORE SIGNING**  
**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY**

**THIS FACILITY AND OR ANY EMPLOYEE CONNECTED WITH IT DOES NOT GUARANTEE  
YOUR SAFETY OR THAT OF ANY HORSE**

In consideration for participating in horse related activities or instruction connected with WESTERN TRAILS LLC, the undersigned agrees as follows:

REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction on and about The Larry E Schenk property (WESTERN TRAILS LLC), and that the rider will ride a horse provided to him or her by Western Trails LLC today and on all future dates.

\_\_\_\_\_(RIDER)\_\_\_\_\_ (DOB IF UNDER 21)

SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon Me, the RIDER and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the state of Maryland. Any disputes by the rider shall be subject to a paragraph below and litigated in the county in which Western Trails LLC is physically located. If any clause, phrase or word is in conflict with the laws of the State of Maryland then that part is null and void. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses or ponies whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I, ME and MY" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

INHERENT RISK OF ACTIVITY: I understand that horseback riding is a RUGGED RECREATIONAL ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and that at least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of a guide or (2) by the use of a horse that has been used for or is considered usable for beginners. Horse accidents are common, and in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable danger from participation in this activity.

NATURE OF RIDING HORSES: I understand that 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 a horse to the ground it will generally be at a distance of from 3 to 6 feet, and the impact may result in injury or even death to the rider. Horseback riding is the only sport where one much smaller, weaker animal (human) tries to impose its will on, and become one unit of movement with a, another much larger stronger animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to, stopping short, changing direction or speed at will. Shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off or running from danger.

RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of a guide, upon mounting and taking up the reins, the RIDER is in primary Control of the horse. The RIDERS safety largely depends upon his or her ability to carry out simple instructions and his or her ability to remain balanced aboard a moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety. Western Trails LLC does not permit pregnant women to ride.

CONDITIONS OF NATURE: WESTERN TRAILS LLC is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or otherwise react in some unsafe way. SOME EXAMPLES are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, bite and or sting horse or person, further WESTERN TRAILS LLC is not responsible for irregular or obstructed footing on groomed or wild land which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man made changes in landscape.

LIABILITY RELEASE: I agree that in consideration of WESTERN TRAILS LLC 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 or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, discharge, WESTERN TRAILS LLC, its owners, agents independent contractors, employees, officers, directors, representatives, assigns, members owners of premises and trails (whether or not such trails are owned by WESTERN TRAILS LLC) affiliated organizations and insurers and others acting on its behalf of and from all claims, demands, causes of actions and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to WESTERN TRAILS LLC's and or its associates ordinary negligence: I shall not bring any claims, demands, legal actions, and causes of action against WESTERN TRAILS LLC and its associates as stated in the above clause for any causes of economic and non-economic losses due to bodily injury, death, property damage, sustained by me and or my minor child or legal ward in relation to the premises and operations of WESTERN TRAILS LLC, to while riding, handling, or otherwise near horses owned by or in the care custody and control of WESTERN TRAILS LLC.

ATTORNEYS FEES: The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify WESTERN TRAILS LLC and its associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the rider, the parents or guardians thereof, or his or her heirs, estate, assigns, including all minor children, and parental representatives.

# RIDE AT YOUR OWN RISK

As much as we enjoy making our horses and the use of our property available to various riders (paying or otherwise), we respectfully request that if the rider believes that a horse related personal injury or death (apart from WESTERN TRAILS LLC'S willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional and physical burdens of his or her injury (as onerous, regrettable, and or tragic as they may be) back to WESTERN TRAILS LLC or its associates. Then please do not participate in this activity on our property or with our horses. Thank you.

All riders and parents or legal guardians must sign below after reading this entire document.

## SIGNER STATEMENT OF AWARENESS

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.**

Date: \_\_\_\_\_

RIDER'S Signature: \_\_\_\_\_  
(RIDER MUST SIGN FOR THEMSELVES)

Parent, guardian and or spouse \_\_\_\_\_ for \_\_\_\_\_  
RIDER (print name)

Address \_\_\_\_\_

WESTERN TRAILS • 4009 MAYHEW INN ROAD • OAKLAND, MARYLAND 21550

FOR OFFICE USE: Cash _____ Check _____ C.C. _____ Haley _____
1 _____ 1/2 _____ 1 1/2 _____ PR _____ LESSON _____ DOUBLE _____