

Standard Rider Information Form

DATE: _____
TIME: _____ - _____
FEE: _____
PAID BY: _____
WRANGLERS: _____
MOUNT: _____

Name: _____

Mailing Address: _____ Phone: _____

City, State, Zip: _____ email: _____

Age: _____ Weight: _____ Height: _____

Riding Experience (please check whichever is the most applicable)

I have never ridden before

I have ridden a few times

I ride frequently

The last time I rode was _____

Are you Pregnant? _____ YES _____ NO

Have you ever had or been diagnosed as having heart or coronary artery disease? _____ YES _____ NO

Do you have any Allergies (including allergic reactions to specific medications)? _____ YES _____ NO

Is there any condition that requires special consideration or special medication or equipment _____ YES _____ NO

If yes, please describe any condition, limitation on activities, medications, or other relevant information:

In case of Emergency Contact _____

Phone: _____ Relationship _____

I give permission to use photographs taken during this ride for the outfitters promotional materials _____ YES _____ NO

Notification Concerning Horses

Equine Inherent Risk Law's provide that, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Pursuant to Section 13-21-119, Colorado Revised Statutes, and New Mexico Equine Liability Act NMSA 42-13-1 et seq.

**Please Read and Sign Waiver & Release Agreement
found on page 2 of this form**

RISK WARNING - WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Fishtail Ranch Guide & Outfitter (outfitter), I agree to the following:

I acknowledge that the HORSEBACK RIDE activities which I have engaged the outfitter to provide or facilitate have inherent risks, hazards, and dangers for anyone, which cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. Unpredictable animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
6. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
7. Hiking in rugged country; Temperature extremes; Encounters with wild animals, and insects;
8. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of horseback riding and have had the opportunity to discuss them with my guide, outfitter, or their representative. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF FISHTAIL RANCH GUIDE & OUTFITTER WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS James Lee Weiss dba Fishtail Ranch, their directors, officers, agents, employees, and volunteers (hereinafter collectively referred to as "the Outfitter") from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the Outfitter, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue the Outfitter as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of the Outfitter.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

X

Date

Signature of Participant

Print Name

If participant is under eighteen years of age, parent, guardian, or custodian must sign the following indemnification

INDEMNIFICATION FOR PARTICIPANTS UNDER AGE 18

In consideration for the above minor being permitted by James Lee Weiss dba Fishtail Ranch, their directors, officers, agents, employees, and volunteers (hereinafter collectively referred to as "the Outfitter") to participate in the activities which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend the Outfitter from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities engaged in and his or her use of the property, animals, if any, and facilities of the Outfitter. I, for myself and on behalf of said minor, further agree not to sue the Outfitter as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities the Outfitter has been engaged to provide or facilitate.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name