

Date _____

#/Length _____

Payment _____

THREE PEAKS OUTFITTERS, LLC

(Warning Provider)

HORSE ACTIVITIES COME WITH THESE WARNINGS**Section I. DEFINITIONS**

The term "HORSE" herein shall refer to all equine species. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", and "MY" shall herein refer to the recipient listed on page 3 of this form and the parents or legal guardians thereof if a minor.

<p>THE RECIPIENT(S) OF THIS FORM IS/ARE HEREBY WARNED AS FOLLOWS:</p>

Section II. PROTECTIVE ATTIREa) Protective Head Gear

Wearing of such head gear while riding, mounting, driving, dismounting, and being near horses may reduce severity of some of the wearer's head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences.

b) Foot Protection

Horse handlers, riders, and drivers should wear hard, smooth, full soled boots or shoes that cover the ankle and have at least 1-inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Wearing soft socks provides additional protection against chafing and allows for easier removal of the foot from the boot.

c) Clothing

Horse handlers, riders, and drivers should wear ankle length, flexible or moderately loose fitting pants to protect legs.

Section III. INHERENT RISKSNature of the Horse

Horseback riding and horse driving are classified as a Rugged Adventure Recreational Sport Activity, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. 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 horse to ground it will generally be at a distance from 3 ½ to 5 ½ feet and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control a become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training 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 from side to side; bucking; rearing; falling; biting; kicking; or running from what it perceives as danger.

Section IV. WHEN CAN A CHILD RIDE A HORSE?

The child should have the following:

- A strong desire to ride.
- Muscle strength to hold proper position in the saddle.
- The balance to remain on the horse.
- The ability to understand instructions and follow directions.
- Sufficient attention span for instruction.
- Neck muscles strong enough to support fitted, approved, protective head gear.

No child should ride a horse without the appropriate skills and level of development for riding.
No adult or child should ride double with an infant or child.

Section V. DOUBLE RIDING

No riders shall ride double on a horse – that is two or more people riding on one horse.

Section VI. SUPERVISION

Due to the inherent risks involved with being around large livestock such as horses, the following individuals should be under constant supervision of parent, legal guardian, or other supervisor specifically appointed by the parent or guardian.

- Children under 12 years of age.
- Children under legal age lacking seasoned experience with horses.
- Children with behavior problems or persons who are mentally or physically disabled.

Before an adult, alone or with a child, approaches a strange horse he or she should seek the owners' or handler's permission and supervision.

RELEASE AND WAIVER OF CLAIMS

General Release

The undersigned hereby releases and waives any claims that the undersigned may now or hereafter have against Three Peaks Outfitters LLC, New Suncadia LLC and its affiliates, and/or the U.S. Forest Service, their employees or assigns, from and against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the undersigned may incur as a result of any injury to the undersigned or damage to personal property of the undersigned as a result of the undersigned's activities undertaken while participating in equestrian activities offered by Three Peaks Outfitters LLC, without limitation, including personal injury and damages thereof including loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and any and all medical expenses.

Assumption of Risk

The undersigned acknowledges and understands that the equestrian activities and related travel undertaken involve extreme risk of personal injury and injury to personal property by horse or mule which may result from the undersigned's participation in equestrian activities. Such injuries may be caused by other participants, the undersigned, trail conditions including uneven or damaged terrain, the presence of moisture or mud, obstacles and obstructions upon or under the terrain and other natural or man made conditions which may be hazardous to the undersigned or create hazards to the undersigned's equestrian activities. The undersigned further acknowledges that these equestrian activities and related travel are inherently dangerous and assumes all risk of injury and/or damage, which may result from any reason whatsoever thereby.

Binding Effect

The foregoing provisions shall be fully binding upon and shall be effective against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees, or agents.

IN WITNESS WHEREOF, I have read and do understand the foregoing warning of horse activities and Release and Waiver of Claims and hereby agree to the provisions of the document.

This agreement is executed this _____ day of _____, 20____.

Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
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Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
(Print) (Adult Signature)

Rider Name _____ Signature _____
(Print) (Adult Signature)

Address City State Zip

(_____) _____
Telephone

E-mail