

Be sure the participant reads and initials each section, along with parent if participant is under 18 years of age.

Please print this document double sided if possible.

Feel free to make as many copies as needed.

Medical & Horse Liability Release Form

This form must be completed by and for each participant of Miracle Mountain Ranch (MMR)
101 Rodeo Dr. Spring Creek PA 16436 – Phone (814) 664-7673 Fax (814) 664-4669

Name of Participant: _____ Age (if under 21) _____ Weight (if over 240#) _____

Date of Last Tetanus: _____ Medications: _____

Allergies: _____

Name of Parent or Guardian: _____ Participants Social Security No.: _____ - _____

Address: _____ Home Phone: (____) _____ - _____

City: _____ ST: _____ Zip: _____ Work or Cell: (____) _____ - _____

Does this participant have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse?

Yes No (Circle one) If "yes" describe here: _____

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THE ACTIVITY.
THIS STABLE, hereinafter known as MMR, DOES NOT GUARANTEE YOUR SAFETY.**

- A. REGISTRATION OF RIDERS/PARTICIPANT, hereinafter known as Rancher, AND AGREEMENT PURPOSE** – In consideration of the payment of a fee and the signing of this agreement, I, the above listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire from **MMR** horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** – This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **MMR'S** physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which **MMR** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**HORSE**" herein shall refer to all equine species. The term "**HORSEBACK RIDING**" herein shall refer to riding or otherwise handling of horses, ponies, mules, of donkeys, whether from the ground or mounted. The term "**RANCHER**" 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**", "**MY**" shall herein refer to the above registered rancher and the parents or legal guardians thereof if a minor.

_____/_____

- C. ACTIVITY RISK CLASSIFICATION** – I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay in U.S. hospitals. Related injuries **can be** severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.**

_____/_____

- D. NATURE OF STABLE HORSES** – I UNDERSTAND THAT: **MMR** chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginner riders, and **MMR** follows a rigid risk reduction program. Yet, 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 Rancher falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the Rancher. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has 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 directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

_____/_____

- E. RANCHER RESPONSIBILITY** – I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the Rancher is in primary control of the horse. The Rancher's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the Rancher shall be responsible for his /her own safety and that of an unborn child if the Rancher is pregnant. **MMR** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

_____/_____

- F. CONDITIONS OF NATURE** – I UNDERSTAND THAT: **MMR** is **NOT** responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

_____/_____

Please Read Carefully Before Signing

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

G. CARRY ON OBJECTS AND SHARP NOISES – I UNDERSTAND THAT: Ranchers must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, and/or purses. Ranchers must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

_____/_____

H. SADDLE GIRTHS - NATURAL LOOSENING – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a Rancher notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

_____/_____

I. PROTECTIVE HEADGEAR OFFERING – I, for myself and on behalf of my child and/or legal ward, have been offered an SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet by **MMR** and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. It is understood that **STABLE-PROVIDED** protective headgear may not be of perfect fit for each Rancher's head, and that once provided I/WE will be responsible for securing the helmet on this Rancher's head at all times.

_____/_____

All participants in a Miracle Mountain Ranch horse activity must wear a SEI certified helmet in order to participate.

J. LIABILITY RELEASE -- I AGREE THAT: In consideration of **MMR** allowing my participation in this activity, under the terms set forth herein, I, the Rancher, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge **MMR**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "**ASSOCIATES**"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to **MMR'S** and/or **ITS ASSOCIATES** ordinary negligence; and I do further agree that except in the event of **MMR'S** gross and willful negligence, I shall bring no claims, demands, action and causes of action, and/or litigation, against **MMR** and/or **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **MMR**, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of **MMR**, whether on or off the premises of **MMR**.

_____/_____

K. MEDICAL RELEASE -- I certify that this Rancher has my permission to attend **MMR**, and further give consent for medical treatment for the Rancher in the event that a need for immediate medical attention arises. If such need arises, I agree to the release of any records necessary for treatment, referral, billing, and insurance purposes; and give permission for a camp nurse or other staff to inform the necessary parties of the Rancher's medical conditions, including, but not limited to, food or other allergies, asthma, seizures, or medication for attending to the Rancher's medical needs. I understand that some activities are inherently risky, and take responsibility for the Rancher's participation in any of the Ranch's program areas, and indemnify, release, and discharge Miracle Mountain Ranch Missions, Inc. and its directors, officers, employees, and agents from liability and all costs arising from my child's participation in camp activities. I also give permission in the event that my child's picture or testimony is used in the promotion of camp activities.

_____/_____

L. ACCIDENT/MEDICAL INSURANCE – I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company **shall pay** for **ALL** such required expenses.

Name of Insurance Co: _____ Policy #: _____

Address: _____

_____/_____ Phone: (_____) _____ - _____

All Ranchers 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. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RANCHER (Spouses must sign for themselves.) DATE: _____

SIGNATURE OF PARENT, GUARDIAN #1 DATE: _____

SIGNATURE OF PARENT, GUARDIAN #2 DATE: _____