



Aspen Lodge Trail Riding and/or Carriage Ride Tours
Release and Waiver of Liability; Assumption of Risk and Indemnity Agreement

*Read this Agreement carefully before signing it. Your signature indicates that you understand it and agree to its terms. By signing this agreement, yourself and/or your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages, for any reason, including but not limited to, the negligence of The Aspen Lodge, Aspen Lodge Hospitality LLC, its owners, employees, agents and/or the U.S Forest Service (*The Releasees).*

I _____ on behalf of myself (and my minor child) _____
Print First and Last Name Print Child's Name

I reside at _____ in _____
Street Address City State Zip

In consideration of allowing myself and/or my child to handle and ride a horse/mule and on behalf of myself, my child or our representatives, next of kin, heirs, spouses, and assigns, I HEARBY

1. **Acknowledge that a horse or mule is not a robot** and may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person as well as equipment that may loosen or break – all of which may cause a rider/passenger to fall or be jolted resulting in serious injury or death.
2. **Acknowledge that horseback/carriage riding is an inherently dangerous activity** and involves risks that may cause serious injury and/or death because of the unpredictable nature and irrational behavior of horses/mules regardless of their training and past performance. I also understand that when riding into the National Forest, there could be other dangers such as wild animals, bees, obstacles and/or Acts of Nature beyond the control of the Releasees (The Aspen Lodge, Aspen Lodge Hospitality LLC or any of its owners, employees, agents and/or the U.S. Forest Service)
3. **Voluntarily assume the risk** and danger of injury or death inherent in the use of equipment provided to me.
4. **Release, discharge and promise not to sue** the Releasees for any loss, liability, damages or cost whatsoever arising out of or related to any loss, damage or injury (including death) to person or property.
5. **Release and releases from claim** that such releases are or may be negligent in connection with my riding experience or ability including but not limited to training and/or selection of horses/mules, maintenance, care, fit or adjustment of equipment such as saddle/bridle/harness/carriage, instruction or skills.
6. **Indemnify, and save the Hold Harmless** The Releasees from and against any loss, liability, damage or cost that may occur arising out of or in any way connected with either the use of the horse/mule/equipment provided there within or any acts or omissions of wranglers, employees or agents.
7. **The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the state of Arizona** and is intended to be a broad and inclusive as is permitted by Arizona state law (Ride at your own Risk) and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the Releasees shall not be impaired in any way and shall continue in full legal force and effect.
8. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Releasees or its agents, employees, guides, wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Releasees in defending such action in the courts of Apache County Arizona.
9. **State that I am not pregnant, am in good health**, do not have history of epileptic seizures, heart conditions, am not under the influence of alcohol or have other disabilities that could affect horseback riding or carriage riding.
10. **It is my understanding that a protective helmet is available, will be offered and is strongly recommended for all horseback riders.** **All horseback riders 12 and under are required by The Aspen Lodge to wear a helmet.** Those who wish to decline the use of a helmet should please initial below and acknowledge that head injury is a serious risk in horseback riding.

I (and/or my child over the age of 12) decline to wear a helmet _____ (please initial)

- 11. **The Aspen Lodge has the right to refuse service** to anyone for any reason but especially for those who may appear intoxicated or impaired and/or exceeds the maximum weight limit for the livestock. The tour may be shortened for these reasons and no refunds will be given if there is a dispute on these grounds.
- 12. **If the person who is to enter into this Agreement is a minor** less than eighteen (18) years of age, the parent or guardian must read this agreement and sign below on behalf of the minor.

I have read this entire Release of Liability document. By signing below, I understand it is a legal promise not to sue and to release the Releasees for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to allow myself and/or my child to ride and/or handle a horse/mule or to ride in the carriage. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding or the carriage tour.

Signature _____
Date

For Horseback Riding Tours Only:

Please check the box if you have a known allergy to bees.

Do you carry an epipen at all times? Circle YES or NO

Please state your Age _____

Please state approximate Height _____ **Please state approximate Weight** _____

Please state any medical concerns. _____

Do you have any experience horseback riding? YES NO

If YES, please describe:

(This information will be confidential but is used to determine what horse/mule will best suit you. Honesty is important to our animals)

In case of emergency, please contact: _____
name

_____ phone number _____ relationship