MARMON VALLEY FARM

Equine Activity Waiver & Horse Rental Agreement

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Ver 09.22.22

Please carefully read the following liability waiver and rental agreement for horseback riding and/or horse related activity at Marmon Valley Farm, Inc. (herein called MVF) before signing. At MVF we consider safety to be a top priority, so that your riding experience will be a pleasant one. Thank you for your patronage, we hope you have a safe and enjoyable ride.

I am over 18 years of age. I acknowledge that Marmon Valley Farm is providing instruction and/or trail riding which I and/or my minor children as listed under "Registration of Riders" wish to participate. I recognize and acknowledge that my/their participation in such activities and any other activities which may include equine activities, involves the possibility of inherent risks including, but not limited to the following: The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Saddle Girth Natural Loosening
I understand that saddle girths may naturally loosen during a ride. If a rider 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.

Risks to Unborn Children
Because of the inherent risks of riding horses to the safety of unborn children, I understand that MVF advises pregnant women NOT to ride horses.

Protective Head Gear
I understand that I can better protect myself against head injuries by wearing ASTM approved protective equestrian head gear while mounting, riding, dismounting and being around horses. If a "Marmon Valley Farm Helmet" is checked it will meet the ASTM requirements. I understand that I am ultimately responsible to make sure the helmet is worn correctly. Mark a "X" below in the "Rider Registration" table for each rider indicating the appropriate decision regarding the wearing of such equipment on the ride(s) in which you are contracting herein to participate.

Weight Limits
If the weight of myself, my minor(s), or others listed on this waiver **exceeds 230 LBS**, we are required to provide this information and consent to be weighed if so required by MVF. I/We acknowledge this may affect the availability of horses at our ride time. I/We understand any riders **250 LBS** or more ***will not be allowed to ride.*** *I/We also understand that if anyone on this form is **weighed** and exceeds 250 LBS, those riders will forfeit both their ride and payment.*

Right To Deny or Offer an alternative riding experience
I agree that the staff at MVF has the right to deny me, my minor(s), or others listed on this waiver the opportunity to ride if MVF staff determine it is not in the well-being of the rider(s) and/or the animal(s) involved. Refunds or credit will be given if riding is denied.

Age Restrictions
All riders must be at least 6 years old and able to control their own horse. I/We understand that if any riders are determined to be under 6 years old, those riders will forfeit both their ride and payment.

With full knowledge of the above and any other inherent risks which may be associated with equine activities, I hereby consent to our participation in the above described activities, and I (on behalf of myself and/or my children/legal ward(s) agree to waive any and all claims for personal injury or property damage of any kind which my children, I or my heirs, personal representatives and next of kin may have or which may arise against Marmon Valley Farm Inc. as a result of my/their participation in such equine activities, whether or not such injuries or damages result from negligence or legal liability. On behalf of my children herein listed, myself, my heirs, personal representatives and next of kin, I hereby release and discharge Marmon Valley Farm Inc., its successors, assigns, affiliates, directors, officers, employees and agents from any and all liabilities, claims, lawsuits, losses, costs, causes of action and damages of any kind originating or in any way arising from my/their participation in such equine activities.

REGISTRATION OF RIDERS

One Waiver may be used for members of the same household (including parents or guardians and children under 18 years of age). Adult riders registered on this form must sign below indicating they have read and agree to the conditions of this activity waiver and rental agreement.

In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and/or the parent or legal guardians thereof if a minor, do hereby agree to hire from MVF a horse, tack and equipment, personnel and trail for the purpose of trail/instructional riding on horseback. I hereby declare that the terms of this waiver and release have been completely read and understood and are voluntarily accepted for the purpose of my/my children's participation in the activities described herein.

Household Contact Information

Print Adult/Guardian Name: _____ Date Signed: _____

Street Address: _____ Date of Ride: _____

City:_____ St: _____ Zip: _____ Phone:_____

Email: _____ O Yes, I would like to receive the *Pony Express* , a monthly email news brief with money saving coupons and updates about special events at the Farm.

Rider Registration and Agreement

PRINT ALL RIDER NAMES BELOW: Include only members of the above household on this roster. Use additional forms for additional households.	AGE	Weight	Check if ridden more than 10 hours	**SELECT HELMET CHOICE ✓**			**ADULT SIGNATURE REQUIRED:** I have read and accept the terms of this rental agreement and liability waiver for myself and/or my children listed here. **Each adult rider must sign for him/herself.**
				MARMON VALLEY HELMET	MY HELMET	NO HELMET	