

National and State Park Concessions, Riding Stables Inc.  
PLEASE READ CAREFULLY BEFORE SIGNING  
 SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

**WARNING**

**Under Tennessee Law, 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 Tennessee Code Annotated, title 44, chapter 20**

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE- I, the following listed individual, and the parent or legal guardian thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THIS STABLE today and on all future dates:

PARTICIPANTS NAME (Please Print Name)	AGE (If under 21)	WEIGHT Over 250 lbs	HORSE RIDING EXPERIENCE (Check one which applies)
	AGE _____ Date of Birth _____	___ Yes ___ No	___ Beginner (under 10 hours) ___ Over 10 hours

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse? (Circle One) **YES NO** If yes, describe here:

**VISITOR'S ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of National and State Park Concessions, Riding Stables Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "This Stable") I agree as follows:

Although This Stable has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, This Stables has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. This Stable does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

**Inherent Risks** – Horseback riding is classified as Rugged Adventure Recreational Sport Activity and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sound, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter and/or confrontation 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, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a rider falls from a horse to ground it will generally be from a distance of 3½ - 5½ feet, and the impact may result in injury to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (the 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger.

**Wilderness Experience Participation, Conditions Of Nature Warning, Unfamiliar And Sudden Sights, Sounds And Movements Warning, And Inspection Of Premises** –

The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or 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. There are elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way.

**Some Examples Are:** Thunder, lightning, rain, wind, 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 changes in condition according to weather, temperature, and natural and man-made changes in landscape

**Carry-On Objects Warning And Sharp, Loud Noises Warning** – When approaching, mounting and riding horses, I must not carry loose items that may fall, blow away, flap in the wind, or bounce, or make sharp noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp, loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

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**Saddle Girth Loosening Warning** - Saddle girths (saddle fasteners around horse's belly) may 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 for a rider to fall from the animal.

**This Stable's Protective Headgear / Helmet Policy**: I understand and agree that THIS STABLE requires riders to wear SEI CERTIFIED ASTM STANDARD F1163 protective headgear/helmet according to the following requirements.

<u>Riders Age</u>	<u>Protective Headgear / Helmet Requirement</u>
7 - 15 Yrs	Must wear the protective Headgear / Helmet
16 & 17 Yrs	Must wear the protective Headgear / Helmet unless their parents or legal guardians checks the acceptance or refusal box that follows.
Above 18	Must choose to wear or not to wear the protective Headgear / Helmet by checking the acceptance or refusal box that follows.

Protective headgear / helmet acceptance or refusal section for riders 16 years and older

✓ Check your choice

**Protective headgear / helmet acceptance:** I / WE request for this participant to wear protective headgear/helmet which THIS STABLE provides, without charge, and will be solely responsible for securing the headgear/helmet on the participant's head.

**Protective headgear / helmet refusal:** I / WE refuse for this participant to wear any type of protective headgear/helmet and/or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

I am aware that any Equestrian Activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of This Stable has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature of Parent of Guardian, if participant is under 18 years of age

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date