

FIRST NAME										INIT.		LAST NAME									
ADDRESS																					
CITY															STATE			ZIP			
HOME PHONE				DATE OF BIRTH				BEGINNING TRIP DATE													
E-MAIL				MO		DAY		YEAR		MO		DAY		YEAR							
How did you hear about us: ___Ad ___Brochure ___Internet ___Billboard ___Other_____																					

HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM

I am aware that during the horse trip or wagon ride (and associated activities such as rafting, hiking, swimming, climbing, mountain biking, etc.) in which I am participating under the arrangement of New River Trail Rides, Inc. (and/or associated companies/lessors/sublessors: New River Riding Stable, Inc., Mountain Cove, Inc., Adventure Expeditions, Inc., Riverworks, Inc., Gauley Outdoor Center, Inc., ACE), its agents, employees and associates, certain substantial risks and dangers may occur, including, but not limited to, hazards of horseback riding in rough terrain, disease, strains, fractures, partial and/or total paralysis, death, accidents, drownings, loss or damage to personal property, snake bites, illnesses, or injuries in remote places without medical facilities, hazards of mounting and dismounting, hazards of loading or unloading people or materials from vehicles, hazards of the force of nature, travel by automobile, bus or other conveyance and consumption of alcoholic beverages, if any, and that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the above listed companies, negligence of others, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes including that a guide may misjudge terrain, weather, trail or river route location or water level. For the purpose of this form, horseman shall be defined as New River Trail Rides, Inc. who engages in organizing, promoting, presenting and providing equestrian activities. Decisions by guides or company staff are part of the inherent risk of horseback riding and wagon rides.

In consideration of and as part payment for the right to participate in such horseback activities and the services, food and alcoholic beverages, if any, arranged for me by new River Trail Rides, Inc., its agents, employees, and associates, **I have and do hereby assume all of the above risks, and release, and will hold harmless, New River Trail Rides, Inc.,** its agents, employees, associates and associated companies, or any other person from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my trip or participation in any of the basecamp or related activity. I further understand that a collision with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman. I further give permission for use or sale of any photograph or video showing me without further compensation to me. The terms hereof shall serve as a release, contract, indemnification (allowing collection of legal fees from plaintiffs), and assumption of risks for my heirs, executors and administrators and for all members of my family, including any minors accompanying me.

I certify that I will not hold New River Trail Rides, Inc., its agents, employees or associated companies responsible for any harm occurring wholly or partially as a result of any existing health problems including, but not limited to, reactions to bee stings, or the constriction of airways. If medical evacuation, including ambulance and helicopter, due to existing medical conditions is arranged by New River Trail Rides, Inc., I agree to release New River Trail Rides, Inc. for any charges. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of the above listed companies.

The venue of any dispute that may arise out of this agreement between the parties to which New River Trail Rides, Inc., or its agents is a party shall be either the Fayette County or West Virginia State Supreme Court of the Federal District Court in Beckley, WV. If any portion of this release is found to be invalid, the remainder shall remain in force.

I HAVE READ THE ABOVE WAIVER AND RELEASE/CONTRACT AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE ABOVE LISTED COMPANIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

NEW RIVER TRAIL RIDES, INC. DOES NOT CARRY MEDICAL INSURANCE _____ (INITIALS) **HAVE YOU HORSEBACK RIDDEN BEFORE?** Yes No

accept decline the use of a helmet.

Signature of Participant (All Participants, Including Minors, Must Sign Here)

Signature of Parent or Guardian (If Signing for Minor)

READ AND INITIAL REVERSE SIDE

_____ (INITIAL) I understand that for the safety of the rider and the welfare of the horses/mules height and weight restrictions apply. We enforce a maximum weight limit of 250 lbs. on all our rides. Children must meet the particular age, height and weight restrictions on our trips.

My approx. height is: _____ My approx. weight is: _____

_____ (INITIAL) I understand the instruction(s) (both written and verbal) I receive from New River Trail Rides/Riding Stable is for my own safety and for the safety of the horses and mules. Should I fail to adhere to any of the Company rules or regulations, New River Trail Rides/Riding Stable has the right to end my trip immediately (without a refund) and/or take precautionary measures to ensure my safety, the safety of the other guests and the safety of the horses/mules.

_____ (INITIAL) I understand that this stable chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novices and beginning riders, and this stable follows a rigid risk reduction program. If a horse is frightened or provoked it may divert from its original 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, kicking, rearing, biting or running from danger.

_____ (INITIAL) Riders must not carry loose items on rides that may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. I understand that should I lose an item on the trip along the trail, the trip will not stop to retrieve it. Cell phones are not allowed on horseback trips. You may take cameras if they have a strap on them that can be secured to you or your saddle. I understand that I can not hand off my camera to another rider along the trail.

_____ (INITIAL) I understand that saddle girths (saddle fasteners around the 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 fall from the animal.

_____ (INITIAL) I understand that this is a guided trail ride at a walking pace.

Pertinent medical conditions that my guide should be aware of: _____

PARTICIPANT RESPONSIBILITIES

The West Virginia Equestrian Activities Responsibility Act (WV Code 20-1 through 7) imposes the following duties on participants in equestrian activities:

1. Participants have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity.
2. It is the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse at all times.
3. Heed all posted warnings.
4. Perform equestrian activities only in an area or in facilities designated by the horseman.
5. Refrain from acting in a manner which may cause or contribute to the injury of anyone.
6. Report any incident involving personal injury or illness experienced during the course of any equestrian event. If such injury or illness occurs, the participant shall leave personal identification, including name and address.

PERSON THAT MADE YOUR RESERVATIONS:																			
LAST NAME										FIRST NAME									

_____ (Initials)