

TRAIL RIDING RULES AND REGULATIONS (NO EXCEPTIONS)

1. Rider is an "able-bodied participant", minimum riding age is 12 years old (no exceptions).
2. Maximum weight limit is 260 lbs. (Weight limit is based on the type of horses available and ALL Horses have weight limitations.)
3. **All minors, 18 and under, are REQUIRED to wear a helmet regardless of riding experience; as per general liability insurance requirements.**
4. Helmets are **STRONGLY RECOMMENDED** for all riders, and a rider without a helmet accepts and assumes all risks, of harm, bodily injury, and death.
5. Follow ALL rules dictated by the **Rules of Horsemanship** provided at start of ride:
 - a. Never let go of your reins (jackets must be on, not tied around your waist)
 - b. You are responsible for the steering and pace of your horse.
 - c. You must stay in single file to avoid horse hierarchy issues (i.e. biting, kicking, etc.)
 - d. Stay calm and relaxed
6. Undersigned assumes full responsibility for personal belongings, including vehicles, at all times.
7. Long pants, boots, or close-toed shoes are mandatory (shorts, flip-flops, and sandals prohibited).

I have read and I accepted the terms and conditions of this Trail Ride Contract. To be completed by **all riders**.

Print Name of Rider (including Minor Rider): _____

Signature of Rider/Parent/Guardian: _____

Address: _____

Phone Number: _____ Email: _____

Emergency Contact Phone Number(s): _____

Rider experience level:

_____ Beginner (never ridden, ridden a few times, or a long time ago)

_____ Intermediate (taken lessons, done camps, leased/owner horse)

_____ Advanced (competitive rider, owned horses, ride regularly, a Horseman)

COOL WATER OUTFITTERS

Protective Headgear/Helmet Acceptance or Refusal Form

(NOT APPLICABLE TO MINORS)

I, _____, have been fully warned and advised by Cool Water
(Print Name of Participant)

Outfitters, that I should wear properly fitted and secured ASTM-standard/SEI certified protective headgear (helmet and strap) that is designed for use by equestrians when riding or near horses or mules in order to reduce the severity of some head injuries, and possibly prevent death from happening as the result of a fall or other occurrence. I understand that I cannot waive the use of protective headgear/helmet for my child or for a minor over whom I have legal guardianship or authority. I understand that Cool Water Outfitters does provide used ASTM-standard/SEI certified protective headgear (helmet and strap). Should I choose to borrow a helmet, I will pick, and inspect the helmet of my choice, for my use, the use of my child, or minor over whom I have legal authority or guardianship, however understand and accept that while the use of the helmet may decrease the possibility of minor or severe injury or death, there is no guarantee of safety with helmets, due to the inherent risks of riding a horse. I am not relying on Cool Water Outfitters to check any headgear/helmet/helmet strap that I, my child, or legal ward may wear, or to monitor my compliance with this suggestion at any time now or in the future.

CHECK YOUR CHOICE:

_____ ACCEPTANCE - I agree to wear protective headgear/helmet

_____ REFUSAL-I decline the use of protective headgear/helmet

Print Name of Participant

Signature of Participant

Date

COOL WATER OUTFITTERS-DISCLOSURE AND WAIVER

Under West Virginia Law, including the Equestrian Activities Responsibility Act (WV Code Section 20-4-1 (2015), an "Equestrian Activity" means any sporting event or other activity involving a horse or horses, including, but not limited to horseback rides for the purpose of transportation to, from, and on trips, such as hunting and fishing trips. A "Horseman" means any individual, sole proprietorship, partnership, association, or corporation, and any other legal entity which engages in providing equestrian activities, such as the horseback rides provided by Cool Water Outfitters. A "Horse" means an animal of the horse kind, without limitation or exception, all members of the genus Equus and family Equidae. "Participant" means any person using the services or facilities of a horseman so as to be directly involved in an equestrian activity; i.e. you. _____ (Initial)

IN THIS DOCUMENT, PARTICIPANT, _____ IS HEREAFTER REFERRED TO AS "YOU". (Print Participant Name)

Our Horsemen make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for, and control the particular horse involved. You acknowledge that you have been ask about your riding abilities and your abilities to be a "Participant" by our Horsemen, and that you have fully, accurately, and truthfully disclosed all pertinent information known to you about your abilities. Our Horsemen have disclosed to you their knowledge of any dangerous traits or characteristics or physical impairments or conditions related to the particular horse you will be riding. (Initial)

In riding to and from Cool Water Outfitters fishing excursions, the Horse you will ride will be walking over land of varying conditions, i.e. hills, ravens, rocks, slopes, holes, wet, and dry areas, wooded areas, logs, and branches. In other words, you will be riding through the wild wonderful mountains of the great state of West Virginia. (Initial)

You acknowledge that you have been advised of, and understand that there are inherent risks of injury and even death in riding a horse, which is an animal, and regardless of how well trained and managed, can be dangerous. You understand that inherent risks of equines include, but are not limited to running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, and that these inherent risks, as well as others not specifically named herein, may cause serious physical injury or death to the participant and/or others. By evidence of your initials, you assume these risks. (Initial)

You understand that a horse is an animal, and by its very nature is subject to animal whim, and you assume all the known and unknown consequences, and all risks in connection therewith. (Initial)

You further hold harmless and expressly waive, release, relinquish, and forgive any and all claims, rights, causes of action, foreseeable, unforeseeable, known, and unknown, including claims for personal injury, death, or property damage, which you may now have, or may in perpetuity have against Cool Water Outfitters, Tim Freeman, their employees, agents, guides, and volunteers. (Initial)

You warrant that you have fully and fairly disclosed your participant abilities, as required of you. (Initial)

I hereby affirm that I have read, fully understood the contents of this document, and sign it voluntarily as the Participant named herein.

Date

Participant Signature