

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Horse Trekkin Alaska, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HTA")., I hereby agree to release, indemnify, and discharge HTA, on behalf of my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lay down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, HTA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HTA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HTA's equipment, facilities, **including any such claims which allege negligent acts or omissions of HTA.**
- 4. Should HTA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have
- 6. In the event that I file a lawsuit against HTA, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HTA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____
Address _____
Phone _____ Date _____

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by HTA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HTA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name _____ Date _____

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Horse Trekkin Alaska (hereinafter collectively referred to as "HTA"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (equestrian standard) certified helmet while riding or being around horses (whether on the premises of HTA or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of HTA, the guide/instructor, numerous court cases and HTA's insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of Rider (spouse must sign for themselves)

Date

Signature of parent, guardian and or spouse

Name of additional minor(s) rider(s) Date

ALL RIDERS ARE HEREBY INFORMED OF THE FOLLOWING LEGISLATION IN PART

BILL ID: SB 175

BE IT ENACTED BY THE LEGISLATURE OF THE STAET OF ALASKA:

Sec. 09.65.290. Civil liability for sports or recreational activities. (a) Any person who participates in a sports or recreational activity assumes the inherent risks in that sports or recreational activity, and is legally responsible for all injuries to the person or other persons, and for all the damage to property that results from the inherent risks in that sports or recreational activity.

(b) This section does not require a provider to eliminate, alter, or control inherent risks within the particular sports or recreational activity that is provided.

(c) Nothing in this section shall be construed to conflict with or render as ineffectual a liability release agreement between a person who participates in a sports or recreational activity and a provider.

(d) In this section,

(1) "inherent risks" means those dangers or conditions that are characteristic of, intrinsic to, or an integral part of a sport or recreational activity.

(2) "provider" means a person or a federal, state, or municipal agency that promotes, offers or conducts a sports or recreational activity whether for profit or otherwise.

(3) "sports or recreational activity"

(A) means a commonly understood sporting activity, whether undertaken with or without permission, including....horseback riding and other equine activity.....

