

SADDLE ANIMAL RENTAL AGREEMENT for Rancho Oso Today's Date: _____
UNDER AGE 18 HELMET REQUIRED – Please Bring a Certified Bike Helmet (under 18) or we will supply one.
200 Pound Weight Limit – No Exceptions * No cameras or cell phones allowed on trail rides.

I am voluntarily electing to rent a saddle animal from one of MHC NAC, Inc. a Nevada corporation. I understand that handling, riding or being in the presence of a saddle animal involves numerous known and unknown hazards and risks, and that anyone handling, riding or being in the presence of a saddle animal can die, sustain personal injuries and sustain or cause property damage.

I attest that I am physically fit to participate in this activity and have full knowledge of the risks involved in this activity.

a) I understand that a saddle animal can be *dangerous* and that there are dangers from even being near a saddle animal, since a saddle animal can kick, stumble, or fall over me and cause injury to me. I understand that even the most gentle saddle animal can be provoked or frightened suddenly and then rear or otherwise act in an unpredictable manner.

_____ **Initials**

b) I understand that riding on uneven ground can be *dangerous* to me and my saddle animal and that the trails have not been maintained which may result in the danger of the saddle animal stumbling or falling or of my being hit by a limb. I understand that at any minute my saddle animal can fall, stumble, be thrown off balance, or otherwise be dangerous to me.

_____ **Initials**

c) I understand that there is danger of my saddle slipping. I understand that I need to check my saddle initially and continually throughout my ride to see if my saddle is tight on my saddle animal or not.

_____ **Initials**

d) I understand that there are dangers from riding a saddle animal fast, at a gallop, or at a canter, that my saddle animal can stumble, fall, rear, get caught in a hole, or that I can lose control.

_____ **Initials**

1. **Use of Animal.** I agree to use a reasonable degree of care while riding and I will not ride in an unsafe or reckless manner. I will follow instructions from the facility's staff before, during and after the ride. I will remain with the riding group at all times.

2. **Assumption of Risk.** In consideration of the Released Parties (as defined below) allowing me to rent and ride a saddle animal, I voluntarily and expressly agree to accept and assume all of the risks of riding a saddle animal, including but not limited to, the risks of death and/or personal injury, whether or not caused by any act or omission of the Released Parties. I voluntarily elect to rent and ride the saddle animal in spite of the risks and hazards.

The term "Released Parties" shall mean MHC NAC, Inc., Equity Lifestyle Properties Inc., MHC Operating Limited Partnership, and their respective affiliates, partners, officers, employees and agents.

_____ **Initials**

3. **Release of Liability.** In consideration of the Released Parties allowing me to rent and ride a saddle animal, I hereby release and discharge the Released Parties from any and all liabilities, claims, demands, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of my riding a saddle animal, whether or not caused by any act or omission of the Released Parties.

_____ **Initials**

4. **Indemnity.** In consideration of the Released Parties allowing me to rent and ride a saddle animal, I hereby agree to hold the Released Parties harmless from, and to indemnify them against, any and all liabilities, claims, demands, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of my riding a saddle animal, whether or not caused by any act or omission of the Released Parties.

_____ **Initials**

5. **Continuing Effect.** I agree that this assumption of risk, release of liability and indemnity shall continue in full force and effect for any time that I, or the minor on whose behalf I am signing, rent a saddle animal from any of the Released Parties.

6. **Minor Rider.** I represent that I am at least 18 years of age or that I am signing this document as the parent or legal guardian of a rider who is under 18 years of age. If I am signing as the parent or legal guardian of a rider under 18 years of age, I agree that such minor may rent and ride a saddle animal and I sign this document on such minor's behalf. In addition, while I understand that the Released Parties have no obligation to provide any emergency or other care, I hereby give the Released Parties permission to treat such minor in case of illness, injury, emergency or accident. **Age 30 and under must show valid ID.**

7. **Reporting Accidents.** I will report any accident immediately to the facility's staff.

I have read this Assumption of Risk, Release of Liability and Indemnity. I understand the contents of this document and I sign it of my own free will.

UNDER AGE 18 HELMET REQUIRED – Bring a Certified Bike Helmet, or we will supply one.

PRINT Name of Rider age 18 & over or Parent/Guardian: _____ **Weight** _____

_____ **Date** _____ **200 lb. Weight Limit-No Exceptions**
Signature of Rider (or Legal Guardian if rider is under 18)

_____ **Age** _____ **Weight** _____ **Age** _____ **Weight** _____

Minor _____ Minor _____

_____ **Age** _____ **Weight** _____ **Age** _____ **Weight** _____

Minor _____ Minor _____

Address: _____ **Telephone:** _____

City: _____ **State:** _____ **Zip:** _____

Will you use a helmet? Yes ___ **No** ___ **Initial** _____

Please bring bicycle helmets if you have one. Helmet required for under 18 years. Rev. 10.7.16.