

**NATIONAL TRAIL RIDE APPLICATION AND LIABILITY RELEASE FORM  
FOR INDIVIDUALS RIDING THEIR OWN ANIMALS ON NON-OWNED PREMISES**

**This form must be completed by and for each participant  
Missouri Fox Trotting Horse Breed Association, hereinafter known as "The MFTHBA " Ava, Missouri**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

**The MFTHBA DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.**

**IT IS HEREBY AGREED TO AS FOLLOWS: THAT**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** The following listed individual hereinafter known as the "RIDER" and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horseback riding on an MFTHBA National Trail Ride.

RIDER NAME (PLEASE PRINT) \_\_\_\_\_ AGE (If under 21) \_\_\_\_\_

**B. AGREEMENT SCOPE AND TERRITORY** This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of "The MFTHBA' s" physical location. Any dispute by the RIDER shall be litigated in and venue shall be the county in which The MFTHBA is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkey, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

**C. ACTIVITY RISK CLASSIFICATION** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at US hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

**D. NATURE OF RIDING HORSES** No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance from 3 1/2 to 5 1/2 feet, and the impact my result in injury to the rider. Horseback riding/horse driving is the only sport where on much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse if 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; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

**E. RIDER RESPONSIBILITY** Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to remain balanced aboard the moving animals. The RIDER shall be responsible for his/her own safety.

**F. CONDITIONS OF NATURE** The MFTHBA is not responsible for total or partial acts, occurrences, or elements of nature 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, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man- made changes in landscape.

**G. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE** Should medical treatment be required, I and/or my accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages.

**H. LIABILITY RELEASE** In consideration of The MFTHBA allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release THE MFTHBA, it's agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to THE MFTHBA' S ordinary negligence; I do further agree that except in the event of The MFTHBA' S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against The MFTHBA and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of The MFTHBA.

**All Riders and Parents or Legal Guardians must complete the information below after reading this entire document:**

**Rider Name (print)** \_\_\_\_\_ **DATE** \_\_\_\_\_ **Member Number** \_\_\_\_\_

**Horse Reg. Name** \_\_\_\_\_ **Horse Reg. #** \_\_\_\_\_

**SIGNATURE OF RIDER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(SPOUSES MUST SIGN FOR THEMSELVES!)

**SIGNATURE OF PARENT OR GUARDIAN (consent for minor)** \_\_\_\_\_