

PINEGROVE

resort ranch
kerhonkson, n.y. 12446

REGISTRATION FORM

Name _____ Date _____

Street Address _____

Town, _____
City & State _____ Zip Code _____

Telephone No. () _____ License Plate _____ State _____

SAFE AND/OR SAFETY DEPOSIT BOX

1. Management has provided a safe and/or safety deposit box for the safekeeping of any money, jewels, ornaments, bank notes, bonds, negotiable securities or precious stones belonging to the guests of or travelers in this establishment. Management shall not be liable for any loss of such property sustained by such guest or traveler by theft or otherwise if the guest or traveler fails to deliver the property to management for deposit in such safe or safety deposit box.

2. Management, at its sole discretion, may refuse to accept for deposit in the safe and/or safe deposit box property exceeding One Thousand Five Hundred Dollars (\$1,500.00) in value.

USE OF PHOTOGRAPH, ETC.

3. I hereby consent and grant permission Pinegrove Ranch, Inc., Coordinated Ranchs, Inc. and RFF, Inc. (hereinafter "Pinegrove") to utilize for advertising purposes, purposes of trade or any other purpose, my name, portrait, picture, or other videotape, motion picture, recording or other device or record of my use of its facilities.

4. I hereby consent and grant permission to Pinegrove to utilize for advertising purposes, purposes of trade or any other purpose the name, portrait, or picture of my minor children including, but not limited to, any videotape, motion picture, recording or other device or record of their use of the facilities.

INSTRUCTION

5. Management offers instruction at all levels of expertise in a variety of activities including, but not limited to, horseback riding, skiing, swimming, archery, skating and tubing. I hereby agree to abide by the rules and regulations governing each activity and to follow the directions of the activities' instructor.

VENUE

6. I agree that any action commenced by me against Pinegrove shall be venued in the Supreme Court, State of New York, County of Ulster.

WAIVER OF LIABILITY

7. I agree to assume full responsibility for any injuries which might occur to me in or about the premises of Pinegrove or while a student of any instructional activity offered at Pinegrove including, but not limited to, the following instructional classes: horseback riding, skiing, swimming, archery, skating and tubing. I agree to release Pinegrove, its agents and/or employees from liability for any injury which might occur to me regardless of how the injury may arise and regardless of who is at fault and even if the loss or injury is caused by the neglect or fault of Pinegrove, its agents and/or employees. This includes injuries resulting from or arising out of negligence of Pinegrove, its agents and/or employees.

MINORS

8. In the event that there are children or others in my party, I attest that I have the power to execute this form on their behalf, and by signing this form, do so. If these children or others are not related to me in such a way that I have a natural and legal right to execute this form on their behalf, I attest that I have received written releases from injury from said children's parent or guardian, and will supply said release to Pinegrove in the event of injury or claim.

SUPERVISION OF CHILDREN

9. The supervision of any child in my party is my responsibility, and not the responsibility of Pinegrove, its agents and/or employees. I agree to defend and indemnify Pinegrove, its agents and/or employees from any suit or claim filed against Pinegrove, its agents and/or employees by any child in my party.

UNDERSTANDING OF TERMS

10. I hereby expressly acknowledge that I have read, fully understand and accept the foregoing terms on behalf of myself, and those in my charge.

This agreement, executed on the _____ day of _____ 20 _____.

X _____

**WARNING: READ THIS DOCUMENT CAREFULLY
BEFORE YOU SIGN IT!**

AGREEMENT AND RELEASE OF LIABILITY

The undersigned acknowledges, understands and agrees as follows:

WHEREAS, Pinegrove offers to its guests instructional classes in a variety of activities; and

WHEREAS, there is no fee to guests to enroll as a class member; and

WHEREAS, as a guest of Pinegrove, I desire to enroll as a member of a horseback riding class and receive instruction from Pinegrove.

WHEREFORE, the undersigned hereby acknowledges, understands and agrees to the following terms and conditions of enrollment as a student in the horseback riding class:

11. Horseback riding and the use of any horse or horseback riding equipment involves a **substantial risk of danger and injury**. The behavior of the horse which I will ride and other horses is unpredictable. The terrain over which I will ride is subject to change constantly because of weather and natural causes. Ice, changes in terrain, bumps, moguls, rocks, forest growth, debris and other obstacles and hazards, including other horses and participants, exist throughout the property upon which I will be riding (the "Premises"). I am **voluntarily enrolling in the class and voluntarily participating** in horseback riding and am using a horse and horseback riding equipment with knowledge of the **risks involved**, including that I could suffer **personal injury as a participant**.

12. The horse and horseback riding equipment assigned to me is accepted by me in "**AS IS**" condition. I accept full responsibility for the care of the horse and equipment and agree to pay to Pinegrove an amount equal to any loss or damage resulting from their use, other than reasonable and normal wear and tear.

13. The equipment furnished is designed to reduce the risk or degree of injuries while horseback riding. I understand that the equipment will not protect me under ALL circumstances and does not guarantee protection against the risks associated with horseback riding.

14. I hereby agree to follow all instructions, including any rules and regulations given to me either written or oral from the class instructor or guide about the horseback riding and the horse upon which I, in fact, will be riding. **I will obey all of the warnings and instructions** given to me by the class instructor and the trail guide who will accompany me during the horseback ride. If, for whatever reason, I am asked by the guide or any other officers, agent or employee of Pinegrove to dismount the horse, I will do so immediately.

15. I agree to assume full responsibility for any injuries which might occur to me in or about the premises of Pinegrove or while a student of any instructional activity offered at Pinegrove including, but not limited to, the following instructional classes: horseback riding, skiing, swimming, archery, skating and tubing. I agree to release Pinegrove, its agents and/or employees from liability for any injury which might occur to me regardless of how the injury may arise and regardless of who is at fault and even if the loss or injury is caused by the neglect or fault of Pinegrove, its agents and/or employees. This includes injuries resulting from or arising out of negligence of Pinegrove, its agents and/or employees.

16. I hereby agree to indemnify, defend and hold harmless Pinegrove, its officers, agents, employees and all of their affiliates from any and all liability, claims, causes of action and damages, including attorneys' fees, directly or indirectly resulting from property damage, injury or death arising from my participation in horseback riding on the Premises and/or the use of a horse or horseback riding equipment and facilities of Pinegrove. I will be responsible for any injury or damage which I cause.

I have carefully read this agreement and fully understand its contents. I understand that this is a release of all liability and responsibility and a binding contract between me and Pinegrove. I AGREE TO PARTICIPATE IN HORSEBACK RIDING INSTRUCTION AT MY OWN RISK. PINEGROVE MAY RELY UPON MY STATEMENTS SET FORTH ABOVE IN FURNISHING A HORSE AND HORSEBACK RIDING EQUIPMENT TO ME. I am 18 years of age or this Agreement has been signed by my parent or guardian. I have signed this Agreement of my own free will.

Name of Horseback Rider

Signature of Horseback Rider
or Parent/Guardian

If a Minor, Name of Parent/Guardian

Date

ACKNOWLEDGEMENT OF RISK FORM FOR INDIVIDUALS

This form must be completed by and for each participant

PINEGROVE RESORT RANCH

STABLE NAME, hereinafter known as "THIS STABLE".

LOCATION: KERHONKSON, NEW YORK 12446

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

RIDER'S NAME	AGE (If under 21)	WEIGHT OVER 240#	HORSE RIDING EXPERIENCE (Check one which applies)
1.		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> Beginner (under 10 hrs.) <input type="checkbox"/> Over 10 Hours
Does this rider have physical or mental health problems which may affect his/her safety and ability to ride a horse? If "yes" describe here:			Yes No

I UNDERSTAND THAT: There are numerous obvious and non-obvious inherent risks always present in Horseback Riding 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 U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

I UNDERSTAND THAT: 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 humans. If a rider falls from a horse to the ground, generally it will be at a distance of from 3½ to 5½ feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not be limited to: Stopping short, Changing directions or speed at will, shifting its weight, Bucking, Rearing, Kicking, Biting, or Running from danger.

I UNDERSTAND THAT: 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 carry out simple instructions, and his/her ability to remain balanced aboard the moving animal.

I UNDERSTAND THAT: The elements of nature including thunder, lightning, rain, wind and water can scare a horse, cause it to fall, or react in some other unsafe manner.

I UNDERSTAND THAT: Riders must not carry on rides loose items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, purses. Riders must not make sharp, loud noises, such as screaming and/or yelling, because it may scare the horse.

I UNDERSTAND THAT: Saddle girths (saddle fasteners around the horse's belly) may loosen during the ride. The rider must pay attention to the girth and alert the nearest guide or wrangler as quickly as possible if it becomes loose so action can be taken to avoid slippage of saddle and a potential fall from the animal.

I UNDERSTAND THAT: horses are unpredictable by nature, with minds of their own, as are all animals both domestic and wild. The horse is often somewhat high strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy weighing from 800 to 1,300 pounds on the average. These characteristics deserve a human being's utmost respect.

I UNDERSTAND THAT: when a horse is frightened, angry, under stress or feels threatened, it is his instinct to jump forward or sideways, to run away from danger at a trot or gallop at speeds up to 35 miles per hour.

I UNDERSTAND THAT: when a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction, or even forward with either of its hind legs with tremendous force.

I UNDERSTAND THAT: if a horse is frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of 3 to 6 feet.

I UNDERSTAND THAT: if a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.

I UNDERSTAND THAT: human must always approach a horse calmly and quietly and cautiously; preferably from near its shoulder or lower neck, talking soothingly to it.

I UNDERSTAND THAT: loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.

I UNDERSTAND THAT: the first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.

I UNDERSTAND THAT: a horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at that moment.

I UNDERSTAND THAT: a horse may react unexpectedly due to the presence of wild and domestic animals, insects and reptiles which may walk, run or fly near, bite or sting the horse or its rider.

I UNDERSTAND THAT: the land, whether groomed or ungroomed upon which the horse is ridden is subject to constant change in its condition due to weather conditions, temperature and natural and manmade changes in the landscape. The horse may react unexpectedly causing injury to the rider.

I UNDERSTAND THAT: a horse has two blind areas around it which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse's mouth.

I UNDERSTAND THAT: while a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot, when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground or slippery grass for footing, it could fall down injuring a rider or handler.

PROTECTIVE HEADGEAR OFFERING - I, myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing these helmets on this rider's head at all times.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS
I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE PROVISIONS OF THE FOREGOING ACKNOWLEDGEMENT OF RISK FORM. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Spouses must sign for themselves) _____ Date _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____ for _____ NAME OF RIDER (Please Print) _____ Date _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 _____ for _____ NAME OF RIDER (Please Print) _____ Date _____

ADDRESS _____ HOME PHONE # _____

BUS. PHONE # _____