



The Natural Connection INC. @ the Marriott Ranch Trail Ride Release Form

Date: _____ **Ride Times:** 8am 10am 11am 12pm 1pm 2pm 3pm 4pm 6pm

Public Ride Private Ride/Lesson Scout Troop 2/3 Hour Ride Dinner Ride Day Ride

Under Virginia Law, an equine activity sponsor or an equine professional shall not be liable for an injury to or death of a participant engaged in an equine activity resulting from the inherent risks of equine activities pursuant to Va. Code Ann. §3.1-796.132. [REDACTED] INITIAL

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. I am not relying on this release form to list all potential and possible risks associated with horseback riding. [REDACTED] INITIAL

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. **User assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.** [REDACTED] INITIAL

User voluntarily assumes the risk and danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided. User releases, discharges and promises not to sue for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided, possible negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both. User indemnifies, saves and holds harmless The Natural Connection INC, Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any facilities, saddles, bridles, equipment or gear provided therewith resulting from or contributed to my own negligence. [REDACTED] INITIAL

User expressly releases Marriott International, the Marriott Ranch, The Marriott Ranch Properties INC., The Natural Connection INC., Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers, from any and all claims for personal injury, death, or property damage, (if allowed by the laws of this State) by Management or its representatives, agents or employees. User waives his right to bring any action against the above listed entities. [REDACTED] INITIAL

USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child. The Natural Connection INC. located at 4439 Fiery Run Road, Linden, VA., 22642, maintains general liability insurance coverage and is permitted to provide trail rides for riders that are considered to be "ABLE-BODIED PARTICIPANTS." The Natural Connection INC is not licensed, certified nor insured to accommodate for special needs or therapeutic riders. [REDACTED] INITIAL

Trail Riding Rules and Regulations (no exceptions)

- 1) Rider is an "able-bodied participant", minimum riding age is 10 years old (no exceptions)
- 2) Maximum weight limit is 240lbs. (Weight limit is based on the type of horses available and ALL horses have weight limitations, therefore, for the fair, safe and humane treatment of our horses, the management reserves the right to confirm a rider's weight with the use of a scale.)
- 3) **ALL RIDERS, regardless of age and equine riding experience, are REQUIRED to wear an ASTM-SEI safety approved equine helmet, as per general liability insurance requirements** (you may use one of ours or bring your own safety approved equine riding helmet)
- 4) Follow ALL rules dictated by the **Rules of Horsemanship** provided at start of the 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 single file to avoid horse hierarchy issues (ie biting and kicking)
 - d. Stay calm & relaxed, please refrain from screaming & crying, SAFETY IS PRIORITY
 - e. Cell phones secure & silenced, please do not answer texts, emails or phone calls on the ride, there is one designated spot for selfies or for Wranglers to take pics for you.
- 5) Undersigned assumes full responsibility for personal belongings, including vehicles, at all times
- 6) Long pants, boots or close-toed shoes are mandatory (shorts, flip flops and sandals prohibited)
- 7) No Smoking, eating or drinking on trails, saddle bags will be provided for those with medications
- 8) Riders must be able to understand and speak English in order to receive instructions
- 9) **INTENT TO RIDE CLAUSE:** Riders that have mounted a horse **HAVE** the intention to ride, hence hiring staff members to prep horses & then take riders on a trail ride. If a rider is mounted & chooses not to ride due to an unforeseen circumstance, rescheduling options & refunds are 100% at the discretion of the Owner/Operator/Manager of the Natural Connection INC.
- 10) It is **NOT** advisable, as per our insurance company, that riders over age 65 with little to no riding experience should choose to risk a fall while horseback riding due to the physical deterioration of strength in the body, interior and exterior, that comes with the aging process.

11) MEDICAL CONSENT: I understand that I and/or my child(ren) is participating in an activity that involves risk of personal injury, including death, due to the physical, mental, emotional challenges inherent with horseback riding. I also understand that if I and/or my child(ren) should need medical assistance, a first responder could be a CPR/First Aid certified employee or guest. I give permission for myself and/or my child(ren) to receive any necessary treatment, including Aspirin or Benadryl to assist with possible life-threatening conditions. I acknowledge that this riding facility is considered remote and not easily accessible to medical responders, which can delay medical care. I accept all risks involved in horseback riding at a remote facility with my current medical conditions. . User indemnifies, saves and holds harmless The Natural Connection INC, Jean French and family members, operators, management, owners, agents, officers, members, premises owners, insurers, and affiliated organizations, employees, and volunteers from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child(ren)'s medical conditions. INITIAL

12) Does the participant signing the release form OR the participant minor(s) have any medical, physical, mental or emotional disorders or conditions that may affect his/her safety and ability to ride a horse and be considered to be an “able-bodied participant”?

YES

NO

If yes, explain in detail please:

Please acknowledge that based on your answer to #12, the Owner/Manager/Wrangler in charge of the ride has the right to refuse services with the intent to stay within the safety parameters set forth by the insurance company. Please be honest and do not withhold information regarding your health. INITIAL

13) MEDICAL INSURANCE: I/we agree that should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses for myself, children, spouse, family members or anyone that has chosen to participate in this equine activity. INITIAL

I do not carry medical insurance. INITIAL

