

DRAGON PEAKS HORSE TRAILS

INDEMNITY FORM – DECLARATION

The Client(s):

In the event of any damage or loss of whatever nature suffered by the client which may directly or indirectly result from the undertaking of the activities, the client or their estate or dependent(s), agrees not to institute any claim whatsoever against Dragon Peaks, its employee(s) or agent(s), notwithstanding any such loss or damage results from the negligent act or omission by Dragon Peaks, its employee(s) or agent(s).

Hereby declares that s/he is in sufficient good physical and mental condition to participate in the activities, that s/he informed Dragon Peaks and the Trail Leader against any medical or other information (even confidential) that could be important to participate in the activities (epilepsy, pregnancy...); that s/he is sober, that s/he is aware of the difficulty of the activities, that s/he is aware of some of the dangers in the mountains and on trails which Dragon Peaks cannot predict, and that s/he knows that horses are unpredictable animals.

Hereby undertakes to pay costs relating to and resulting from an emergency evacuation of the client even without permission of the client, but when Dragon Peaks, its employee(s) or agent(s) find it necessary for the safety of the client. Hereby declares that s/he is aware of the dangers of horse riding and that s/he participates in the activities on her/his own free will.

Hereby understands that HELMETS MUST BE WORN and are made available at the trail centre however clients are encouraged to wear their personal riding or cycling helmets.

Hereby undertakes to wear CLOSED SHOES and understands that long pants are recommended. A limited supply of appropriate footwear is available at the trail centre.

Hereby understands that smoking, drinking alcohol and using cell phones are not allowed during the activities.

Hereby agrees that there will be no refund for terminating their ride early. The ride is deemed started 15 minutes before the advertised starting time and at the commencement of the information lecture. Riders are entitled to find a replacement rider if they become too fearful to ride so long as the replacement rider has partaken in the information lecture and signed indemnity.

Hereby agrees to be at the trail centre 15 minutes before the advertised starting time.

Hereby understands that riding is a participatory activity and riders or adult walking assistants must be prepared to manage their horse.

It is recommended that people who are exceptionally nervous of horses do not ride nor be walking assistants.

Hereby understands that the ride is undertaken in an uncontrolled environment where the possibility of falling off their horse does exist.

Hereby agrees, for their own safety, not to approach or feed horses or zebra that are roaming free in the Resort or its surrounds.

Each person signing this indemnity on behalf of any party hereby represents and warrants that s/he is signing with full and complete authority to bind the party on whose behalf of whom s/he is signing, to each and every term of this Agreement.