

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

This form must be completed by each participant and given to the guide prior to the trail ride.



Sawtooth Mountain Stables, LLC
Cedar Grove Dr. & Gunflint Trail
Grand Marais, MN 55604

All Riders (riders must be at least 7 years of age) and Parents or Legal Guardians of minors must sign after reading this entire document.

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY!!!
THIS STABLE 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.** I, the following listed individual(s), 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 with SAWTOOTH MOUNTAIN STABLES, LLC on federal and state land, and RIDER will ride a horse owned by SAWTOOTH MOUNTAIN STABLES, LLC.

RIDER #1 NAME (and AGE if under 21) _____

RIDER #2 NAME (and AGE if under 21) _____

RIDER #3 NAME (and AGE if under 21) _____

RIDER #4 NAME (and AGE if under 21) _____

- B) AGREEMENT SCOPE, TERRITORY AND DEFINITIONS.** 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 SAWTOOTH MOUNTAIN STABLES, LLC's physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which SAWTOOTH MOUNTAIN STABLES, LLC 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 all horses and ponies, whether from 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.

#1 Int. _____ #2 Int. _____ #3 Int. _____ #4 Int. _____

- C) ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required, I and /or my own 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 shall pay for such damages. #1 Int. _____ #2 Int. _____ #3 Int. _____ #4 Int. _____

- D) PROTECTIVE HEADGEAR WARNING.** I have been fully warned and advised by SAWTOOTH MOUNTAIN STABLES, LLC that the RIDER should wear protective headgear (riding helmet). Such headgear is provided free of charge by SAWTOOTH MOUNTAIN STABLES, LLC and is **required for all riders under 18 years of age**. I have been informed that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of a head injury and may even prevent death from occurring as the result of a fall or other accident. While safety is

not guaranteed while wearing a riding helmet, every RIDER is strongly encouraged to wear approved safety headgear. #1 Int. _____ #2 Int. _____ #3 Int. _____ #4 Int. _____

PROTECTIVE HEADGEAR REFUSAL: I refuse to wear any type of protective headgear offered by SAWTOOTH MOUNTAIN STABLES, LLC and/or will provide MY own. I accept full responsibility for MY safety in this decision. Please circle one: (If you refuse provided headgear, please circle YES)

Rider #1 - YES NO Rider #2 - YES NO Rider #3 - YES NO Rider #4 - YES NO

E) LIABILITY RELEASE. In consideration of SAWTOOTH RIDING STABLES, LLC's 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 SAWTOOTH MOUNTAIN STABLES, LLC, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to SAWTOOTH RIDING STABLES, LLC's ordinary negligence. I do further agree that except in the event of SAWTOOTH MOUNTAIN STABLES, LLC's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against SAWTOOTH MOUNTAIN STABLES, LLC and its associates as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death or property damage sustained by me and/or my minor child or legal ward.

#1 Int. _____ #2 Int. _____ #3 Int. _____ #4 Int. _____

WARNING

Under Minnesota law, an equine activity sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act Section 604A.12.

#1 Int. _____ #2 Int. _____ #3 Int. _____ #4 Int. _____

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNING, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

As a further consideration for having been given the opportunity to ride and to participate in horseback riding activities, I represent that:

- 1) I currently have comprehensive liability policies providing:
 - a. Medical coverage
 - b. Liability coverage for property damage (at least \$10,000 coverage) and bodily injury claims (coverage of at least \$100,000 per person and \$300,000 per occurrence).
- 2) These policies will remain in effect during the time that I ride at Sawtooth Mountain Stables.

Signature of Rider: _____ Date: _____

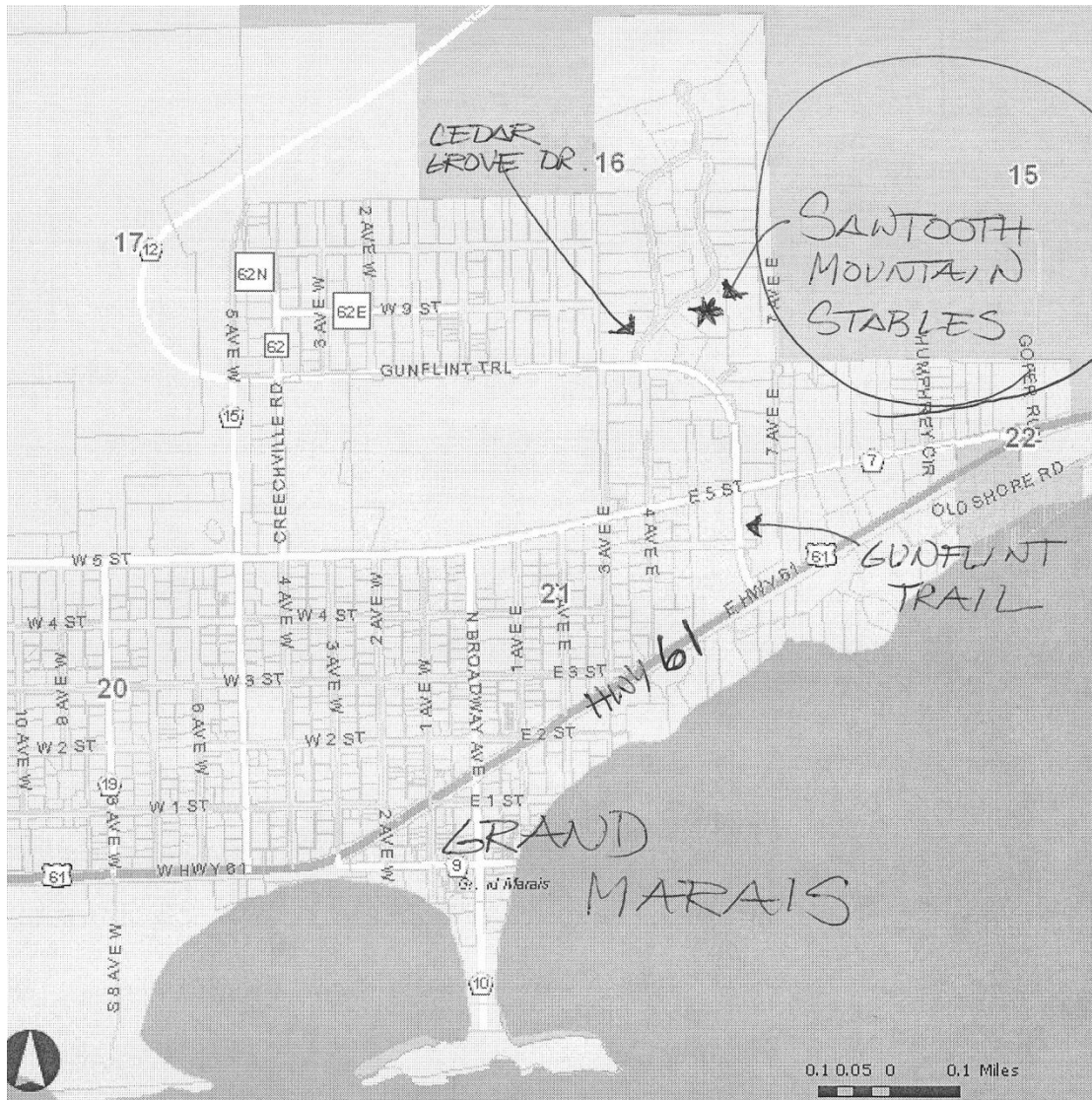
Signature of Rider: _____ Date: _____

Signature of Rider: _____ Date: _____

Signature of Rider: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

Address: _____



From Lutsen/Tofte/Schroeder, take Highway 61 north into Grand Marais. On the far side of town you will see an IGA on your left and a Subway on your right. Just past these 2 landmarks you will come to the entrance to the Gunflint Trail (Cook County 12): turn left. Proceed uphill thru 1 intersection, past 1 gravel road on your right to the Cornerstone Baptist Church (Cedar Grove Ln.): turn right. Stay to your right and you will see the stable sign up ahead. Please park on the blacktop near the stable.

From Croftville/Grand Portage/Canada, take Highway 61 south just into Grand Marais. On your right you will see a large sign for Grand Marais made with a cairn and the entrance to the Gunflint Trail (Cook County 12): turn right. Proceed uphill thru 1 intersection, past 1 gravel road on your right to the Cornerstone Baptist Church (Cedar Grove Ln.): turn right. Stay to your right and you will see the stable sign up ahead. Please park on the blacktop near the stable.

Sawtooth Mountain Stables phone number: 218.370.9929