

Date: _____

Time of Ride: _____

Number of Children under 18: _____

TRAIL RIDE RELEASE FORM

By signing my name at the bottom of the Release, for and in consideration of the opportunity to ride a horse provided by the Nebraska Game and Parks Commission, I agree to pay for this ride and further agree as follows:

1. I know and understand that this horse riding activity is a walking ride only (no galloping) and involves specific risks including, but not limited to, risks of property damage, personal injury, or death to me or to my minor children;
2. I know, understand, and assume the risks described in paragraph 1, and I know and understand that these risks may arise from approaching, handling, mounting, riding, and dismounting the horse, irrespective of the horse's training and/or usual past behavior and characteristics;
3. I know, understand, and assume the inherent risks of this horse riding activity; including, but not limited to, the risk that the horse may react unpredictably at times based on instinct, either fight or flight;
4. I assume the risks related to this horse riding activity on behalf of myself and my minor children;
5. I hereby release and forever discharge the State of Nebraska, its agents, and employees from all present and future claims arising from personal injury or property damage sustained by me or by my minor children during this horse riding activity, including, but not limited to, approaching, handling, mounting, riding, and dismounting the horse;
6. I know, understand, and agree that this horse riding activity constitutes an equine activity as used in the Neb. Rev. Stat. §25-21.250;
7. I know and understand the following warning regarding this equine activity:

WARNING

Under Nebraska Law, an equine professional 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 sections 25-21,249 to 25-21,253.

8. I waive my right to file, and promise not to file, any claim or legal proceeding against the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees for any personal injury or property damage sustained by me or my minor children during this activity, and shall pay all costs and attorney's fees from any legal proceeding which I

may bring contrary to this agreement and which is resolved in favor of the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees;

9. I sign this Release Agreement for and in consideration of the agreed price, and I hereby request the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees to choose for me and my minor children a horse for the purpose of this horse riding activity;
10. I know and understand that the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees are relying upon this Release Agreement and the information I have provided to them concerning my experience and the experience of my minor children with horses to make decisions concerning this horse riding activity;
11. I assert that all statements made to the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees concerning my horse riding experience and abilities, and the abilities of my minor children are true and accurate;
12. I acknowledge that I may ask for the opportunity to examine the tack and equipment provided by the State of Nebraska, the Nebraska Game and Parks Commission, its agents, or employees for use in this horse riding activity prior to the ride. I acknowledge that by signing this form and participating in the ride I approve of the tack and equipment provided for use in this horse riding activity;
13. I know, understand, and agree that there is a limit of a single rider per horse during this horse riding activity;
14. I know, understand, and agree that no one under the age of five (5) is permitted to participate in this horse riding activity;
15. I know, understand, and agree that my purchase of horse ride tickets is non-refundable unless the Park Superintendent or their designee determines a refund is warranted;
16. I have read and understand the foregoing release and sign it freely with full knowledge of its meaning and content.

Signature_____ Printed Name of Rider_____

Signature_____ Printed Name of Rider_____

Signature_____ Printed Name of Rider_____

Signature_____ Printed Name of Rider_____

Signature_____ Printed Name of Rider_____