

**RENTAL AGREEMENT AND LIABILITY RELEASE FORM**

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY THIS FACILITY AND/OR ANY INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY.

In consideration for participating in Rental-related activities or instruction connected with 1 Adventure Company LLC, the undersigned hereby agrees as follows:

A. REGISTRATION OF RENTOR AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "RENTER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in renting or rental instruction on and about the 1 Adventure Company LLC ("1AC LLC"), and that RENTER will rent a piece of equipment provided to him or her by 1 AC LLC, his or her own equipment, or one borrowed or leased by RENTER own arrangement, today and on all future dates:

(RENTER, print name) \_\_\_\_\_ (age, if under 21) \_\_\_\_\_

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RENTER, and the parents or guardians thereof if a minor, personal representatives or assigns, including all minor children, and parental representatives. Any disputes by the RENTER shall be subject to paragraph I below and litigated in the county in which 1AC LLC is physically located. The term "RENTAL" herein shall refer to all equine species. The term "RENTAL" or "RENTER" herein shall refer to renter, instruction in, or otherwise handling of or being near rentals whether from the ground or water. The term "RENTER" shall herein refer to a person who rents or otherwise handles or comes near a rental from the ground or water. The terms "I", "me", and "my" shall herein refer to the above RENTER and the parents or legal guardians thereof if a minor.

C. INHERENT RISK OF ACTIVITY: I understand that renting is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a rental that has been used for or is considered usable for the instruction of beginners. Rental accidents are common and, in fact, are virtually guaranteed to occur given enough time around rentals. Rental accidents are even more common with beginners although expert renters are still subject to considerable (sometimes fatal) danger from participation in this activity.

D. **RENTER RESPONSIBILITY:** I understand that, notwithstanding the presence or participation of an instructor or trainer, the RENTER is in primary control of the Rental. The RENTERS safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving rental (which is not easy for beginners). The RENTER shall be responsible for his or her own safety and that of an unborn child if the renter is pregnant.

E. **CONDITIONS OF NATURE:** 1AC LLC is not responsible for total or partial acts, occurrences, or elements of nature that can cause damage. **SOME EXAMPLES ARE:** thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a person. Further, 1 AC LLC is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, walkways, docks, etc.) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, 1 AC LLC is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), or vehicle drivers or occupants (honking horns, yelling, or throwing objects for example).

F. **INSPECTION OF PREMISES:** I understand that RENTER has had either the opportunity to inspect or has actually inspected 1AC LLC facilities and is satisfied that the premises are reasonably safe for RENTERS intended purpose, usage and presence.

G. **PROTECTIVE HEADGEAR WARNING:** I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by 1 AC LLC that protective headgear should be worn while riding and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **YOU MUST INITIAL THE BOXES OF EITHER ACCEPTANCE OR REFUSAL.**

**PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE request to wear protective headgear which 1AC LLC provides. RENTER  Parent/Guardian#1  Parent/Guardian#2

**PROTECTIVE HEADGEAR REFUSAL:** I/WE refuse to wear any type of protective headgear and/or will provide MY/OUR own. I/WE accept full responsibility for MY/OUR safety in this decision.

RENTER \_\_\_\_\_ Parent/Guardian:  
\_\_\_\_\_

H. **LIABILITY RELEASE:** I agree that in consideration of 1AC LLC allowing my participation in this activity under the terms set forth herein, I, the RENTER, for myself and on behalf of my child and/or legal ward or other parent, personal representatives or assigns, do agree to hold harmless, release, and discharge 1AC LLC, its owners, independent contractors, employees, owners of premises and trails (whether or not such premises or trails are owned by 1 AC LLC), insurers and others acting on its behalf (hereinafter, collectively referred to as

"Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to 1AC LLC and/or its Associate's ordinary negligence; and I do further agree that except in the event of 1AC LLC gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against 1AC LLC and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of 1AC LLC, to include while renting, handling, or otherwise being near rentals owned by or in the care custody and control of 1AC LLC, whether on or off the premises of 1 AC LLC.

- I. ATTORNEY'S FEES: Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify 1AC LLC and its Associates for all reasonable attorney's fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the Renter, the parents or guardians thereof, personal representatives or assigns, including all minor children, and parental representatives. As much as we enjoy making our rentals and the use of our property available to various renters (paying or otherwise), we respectfully request that if Renter believes that a rental-related personal injury or death (apart from 1AC LLC willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to 1AC LLC or its Associates, then *please do not participate in this activity on our property or with our rentals*. We don't know how to state this more plainly. Thank you.

All Renters 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 FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE

\_\_\_\_\_  
RENTOR (Renter must sign for themselves) \_\_\_\_\_  
DATE

\_\_\_\_\_  
Parent, guardian and/or spouse #1 for \_\_\_\_\_  
Renter (print name) \_\_\_\_\_  
DATE

\_\_\_\_\_  
Parent, guardian and/or spouse #2 for \_\_\_\_\_  
Renter (print name) \_\_\_\_\_  
DATE

Printed name and address: Phone(s)

\_\_\_\_\_  
\_\_\_\_\_ (home)

\_\_\_\_\_  
\_\_\_\_\_ (work)

\_\_\_\_\_ (mobile)

**Accidental and Personal Liability Insurance**

I hereby give permission to the owners of 1 Adventure Company LLC to request medical attention in the event of an emergency and to provide my insurance information to the hospital/doctor. This will be done on my behalf only if medical attention needs to be obtained immediately. I agree to pay any and all expenses incurred to treat myself/child.

Rider or Parent/Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

My accidental insurance company is \_\_\_\_\_

My policy number is \_\_\_\_\_

**Picture Permission**

1 Adventure Company LLC is given permission to photograph myself and/or my child. I understand that these pictures will be used for projects and business related items such as: flyers, brochures, website, or any other advertising.

[ ] I accept and give permission: \_\_\_\_\_ Date: \_\_\_\_\_

[ ] I choose not to have my myself and/or child photographed:  
\_\_\_\_\_ Date: \_\_\_\_\_