

GUIDED TRAIL RIDES OPERATIONS ENDORSEMENT

This endorsement forms part of the policy to which it is attached, effective on the inception date of the policy.

It is condition of coverage that at any time Guided Trail Ride Operations / Activities are being conducted, **You** will comply with the following operational guidelines:

1. **You** will not conduct or permit any activity which is not a '**Guided Activity**'. Participants will be supervised at all times by a guide or an assistant guide with suitable experience at all times during activities.

Guided Activities means that the activity is under the continuous observation, control and supervision of the Insured and/or the insured's qualified guides/employees.

2. Ensure that a properly marked 'Trail' is established and that such is (a) clearly marked and identified and (b) has been tested and approved by the guide as safe and suitable for guided trail rides and is not shared by the general public.
3. Riding helmets and safety equipment must be used by all riders under 16 years of age. Riding helmets and safety equipment must be offered to all riders. A "protective equestrian headgear refusal' waiver and release provided and approved by **us**, recognizing the dangers of riding without a helmet must be signed by and obtained from each rider declining the use of a helmet. A parent or guardian's signature must be obtained for riders under 18 years old declining to use a helmet.
4. The minimum age for riders is 8 years. All riders must be matched to horses according to aptitude, ability and size. Each rider must properly fit into his/her saddle and stirrups. Only one rider per horse must be allowed. The minimum age for rider tethered to the guide is 6.
5. Only experienced and gentle horses must be used. Sick horses and stallions must not be ridden. All horses must be saddled and each horse must be fitted with properly adjusted tack.
6. Riders must be carefully checked to ensure that each rider is physically and mentally fit to ride a horse. The stable manager must carefully screen any overweight and/or young riders.
7. All riders must be accompanied by a guide with a ratio not to exceed six (6) riders to one (1) guide if the gait is trot or slower. Before exceeding a trot, riders must demonstrate riding experience or have ridden at the stable at least three times.
8. Riders must not dismount on the trail. If a rider drops anything from a horse, the guide is to retrieve the article.
9. The minimum age for each guide is 18 years. All guides must be employed by the stable and have at least two years horse riding experience. All guides must have had first aid training. All guides must be current in CPR and First Aid, possess all relevant skills and knowledge of operations, including but not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that is expected of participants.
10. All saddles must be in good repair. The cinches and latigos are to be new or in excellent condition. One piece or tied reins must be utilized.

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Authorised Signature of Insured

Date

11. All guides or employees must be equipped at all times with a fully functional and sufficient VHF radio and/or other reliable communications; First Aid Kit, whistle and an emergency cell phone. All personnel must be aware of this equipment and how it is operated.
12. All employees will be fully informed of these requirements and agree to enforce them.
13. Under no circumstances will guided trail ride activities take place without first informing nearby authorities in accordance with local regulations. Guides, instructors, operators and employees are required to abide by all local, state, and federal watercraft laws.
14. Guided trail ride participants shall be given a safety briefing prior to departure and before the guided trail ride activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include;
 - a) A description of the activity itself.
 - b) The safety precautions while underway.
 - c) The procedure in the event of an unexpected emergency.
 - d) The proper use of hand signals where applicable.
 - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.
 - f) Elementary riding safety including how to control a runaway horse.
15. All concessionaires/bona-fide-sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms no less than stated in the schedule of this contract of insurance.
16. You will inspect all equipment daily, prior to the commencement of activities. You will maintain and keep a written log of those procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will never be used in activities. All equipment is to be checked by the insured or employees if the insured prior to use in compliance with manufacturer recommendations and guidelines.
17. Under no circumstances will you conduct or permit any form of contest or racing event at any time.
18. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to; (a) "Certificate of Understanding and Express Assumption of Risk", (b) signed and dated waivers of liability, (c) incident / claim forms

Failure to comply with any of these conditions of coverage shall automatically void the coverage provided by this policy

In your handwriting, write the following on the lines below: *"I have read and agree to follow the above at all times. "*

 Authorised Signature of Insured

 Printed or Typed Name of Insured

 Date
 FORM 3407 (0810)

GUIDED TRAIL RIDE WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of this insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

'The guidelines set forth in **Your** policy, its related documents and within this form, are to be utilised for underwriting and coverage purposes only and not to be construed as the applicable 'Standards' in the industry or as 'Safety Standards' in any litigation which may arise against the insured.'

YOU WARRANT FOR ALL INSUREDS THAT:

- A. Prior to embarkation, allowing a participant to commence the trail ride or to participate in any activity, each participant and / or passenger will be required to sign the GUIDED TRAIL RIDE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter "Release") form provided and approved by us. In the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.
- B. You will ensure that both the 'Release' and 'Declaration Of Fitness' forms, provided and approved by us, are fully and accurately completed.
- C. Prior to embarkation, allowing a participant to commence the trail ride or to participate in any activity, you will provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the activity, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- D. You will not allow any participant to commence the trial ride when you know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs during activities at any time.
- E. All Sections detailed in the 'Guided Trail Ride Operations Endorsement' will be strictly adhered to at all times during the course of Guided Trail Ride operations and activities conducted by **you**.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorised to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organisation, which has applied for Commercial General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate **us** to purchase the insurance offered. However, if insurance is placed, **we** acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defence under this policy.

Authorised Signature of Insured

Date

Printed or Typed Name of Insured

Title

TRAIL RIDES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of _____, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

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Authorised Signature of Insured

Date

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____

Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____

Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Minor's Full Name

Date

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY THAT WE SHOULD WEAR A PROPERLY FITTED "ASTM / SEI" (EQUESTRIAN STANDARD) HELMET WHILE RIDING HORSES IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I / WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND ITS WARNINGS AND ASSUMPTION OF RISKS.

S/ _____
Signature of Adult Rider

Name of Adult Rider (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Minor Rider's Full Name

Date