



DECLARATION

Made by _____, hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor. (If under the age of 18 years: _____ years of age.)

The term „EQUINE ACTIVITIES“, “HORSEBACK RIDING” or “RIDING” herein shall refer to riding or otherwise handling of horses, (including horses, ponies, mules, or donkeys), whether from the ground or mounted, including but not limited to mounting and dismounting the horse; sitting on or riding the horses in a fenced or non-fenced in area, on roads, in forests, and on paths and trails; catching or releasing the horses in the paddock; saddling or otherwise preparing horse and rider for riding or return to the paddock after riding; feeding or petting the horses; and taking photographs with the horses. 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 term “SERVICE PROVIDER” shall herein refer to D.O.O. “Mountain Riders” - Podgorica.

INHERENT RISKS AND ASSUMPTION OF RISK: The undersigned acknowledges there are inherent risks such as described below associated with equine activities, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to:

- the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface conditions;
- conditions of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, all of which may walk, run, fly near, bite and/or sting a horse or person; irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and manmade changes in landscape.
- collisions with other animals;
- the limited availability of emergency medical care;
- If a rider falls from horse to ground, the impact may result in injury to the rider;
- and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

The Rider, and the parents or legal guardians thereof if a minor acknowledges that horses, by their very nature are unpredictable and subject to animal whim. **No horse is a completely safe horse.**

This declaration releases Service Provider from all liability relating to injuries that may occur during horseback riding and other equine-related activities.

PROTECTIVE HEADGEAR OFFERING:

I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by Service Provider which complies with the European (EN), British (PAS), North American (ASTM), or Australian/New Zealand tested standards, and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses is mandatory as it may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that Service Provider-provided protective headgear may not be of perfect fit for each rider’s head, and that once provided the Rider, and the parents or Legal guardians thereof if a minor, will be responsible for securing the helmet on the Rider’s head at all times. Mark an “X” below in the box before the statement, which describes your choice to wear Service Provider-provided protective headgear or your own protective headgear:



() **PROTECTIVE HEADGEAR ACCEPTANCE:** I REQUEST TO WEAR PROTECTIVE HEADGEAR complying with the above-mentioned standards WHICH THIS SERVICE PROVIDER PROVIDES.

() **PROTECTIVE HEADGEAR REFUSAL:** I WILL PROVIDE MY OWN PROTECTIVE HEADGEAR. I ACCEPT FULL RESPONSIBILITY FOR MY SAFETY IN THIS DECISION.

The Rider and the parents or Legal guardians thereof if a minor agrees to abide by and follow Service Provider’s rules and regulations as posted. The undersigned further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. The undersigned assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Service Provider as below:

RIDER’S EXPERIENCE AND SKILLS WITH HORSES:

Riding experience (hours riding): () none / () 1 to 10 hours / () 10 to 100 hours () over 100 hours
Trail Riding Experience (Riding outside of a fenced area or arena on outdoor wild or groomed paths or on roads.)
() None / () 1 to 3 times / () more than 3 times

The undersigned expressly releases Service Provider from any and all claims for personal injury or property damage, even if caused by negligence by Service Provider or its representatives, agents or employees.

The service provider of horse rental services (D.O.O. "Mountain Riders" Podgorica) reserves the right to discontinue horse riding or a trail ride if it considers that to continue would be unsafe for riding or for one or more recipient of services.

WARNING

The Rider and the parents or Legal guardians thereof if a minor are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with this declaration, the Rider and the parents or Legal guardians thereof if a minor hereby assumes all risks of injury or death.

INSURANCE: All registered riders are covered under an accident insurance policy for amateur horseback riding issued by Lovćen Osiguranje Montenegro. This policy is limited to riding, and covers disability or death.

All Riders 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 DECLARATION, WARNINGS, RELEASE AND ASSUMPTION OR RISK. I/WE ATTEST THAT THE APPLICANT IS PHYSICALLY FIT AND MENTALLY PREPARED FOR THE HOURS OF HORSE RENTAL/RIDING SELECTED. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

I, _____, JMBG or Passport number: _____
fully understand and agree to the above terms.

(Rider signature) (Place) (Date)

Emergency contact name and phone number: _____

PARENT/GUARDIAN PERMISSION: I HEREBY GIVE MY PERMISSION FOR MY CHILD/LEGAL WARD TO ENGAGE IN EQUINE ACTIVITIES AS PROVIDED BY D.O.O "MOUNTAIN RIDERS" – PODGORICA.

(Parent or guardian signature of rider under age 18) (Parent/Guardian identification/passport number)

Name of Rider: _____ Home address: _____

Phone #: _____ Email: _____