



**WILD WINDS BUFFALO PRESERVE,  
WILD WINDS, INC.**

6975 North Ray St. Fremont, IN 46737  
260-495-0137

**EXHIBIT A**  
**TRAIL RIDE RULES AND REGULATIONS**  
*Please carefully read prior to signing.*

- § Your guides are in charge at all times. All riders must obey their requests.
- § No passing of horses – your guide will place horses according to the order he or she wants them.
- § Walk horses only. No trotting, cantering or galloping allowed.
- § Follow single file – one horse length apart.
- § No smoking allowed at anytime. No drinking of beverages on the trail.
- § In event something goes wrong, call out to your guide.
- § No refunds once ride has started.
- § No cameras or electronic equipment allowed on ride.
- § No person shall be allowed to ride barefoot, wearing sandals, or high heels.
- § Only one (1) rider per horse is permitted.
- § A protective riding helmet is required for all minor participants; a protective riding helmet is recommended and required for all adult participants unless a Protective Helmet Waiver form is completed and signed with the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.
- § Anyone not abiding by above policies may be asked to dismount and return to stables on foot.
- § *The guides of WILD WINDS BUFFALO PRESERVE, WILD WINDS, INC. reserve the right to ask any participant to dismount and return to the stables on foot at any time, for any reason or for no reason.*

**WARNING**

***Under Indiana 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 I.C. 34-31-5 of the Indiana Revised Statutes.***

Participant's name	Age	Birthdate	Sex	Height	Weight
_____	_____	_____	_____	_____	_____

**I hereby acknowledge that I have read and fully understand Exhibit A, the Trail Ride Rules and Regulations, and I agree to and shall comply with each and all of the rules and regulations.**

Dated: \_\_\_\_\_  
Signature of participant \_\_\_\_\_ Printed \_\_\_\_\_

Dated: \_\_\_\_\_  
Signature of parent(s)/guardian \_\_\_\_\_ Printed \_\_\_\_\_  
**(REQUIRED if participant is a minor)**

**WILD WINDS BUFFALO PRESERVE,  
WILD WINDS, INC.**

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

***PLEASE CAREFULLY READ THIS ENTIRE DOCUMENT AND DO NOT SIGN IT  
UNLESS YOU FULLY UNDERSTAND IT***

**By signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereinafter, "Agreement"), you are giving up certain legal rights, including the right to recover damages in case of injury, death and/or property damage.**

I, \_\_\_\_\_ (hereinafter, "the Undersigned"), reside at \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_, telephone number \_\_\_\_\_, date of birth \_\_\_\_\_. On behalf of myself, my personal representatives, family, heirs, successors, next-of-kin, spouse and assigns, I hereby:

1. Understand and acknowledge that a horse may, without warning or any apparent cause, engage in a movement(s) or activity(ies), including but not limited to, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, push or shove a person, and that saddles or bridles may loosen, slip or break - all or any of which may cause or result in serious injury, property damage and/or death to a person engaged in horseback riding (including without limitation trail riding), approaching a horse, mounting/dismounting a horse, handling a horse, being in a horse's presence, or participating in any horse-related activities (collectively hereinafter, "Horse-Related Activities").

2. Understand and acknowledge that there are inherent elements of risk and danger always present in Horse-Related Activities, including but not limited to the risks and dangers set forth in Paragraph No. 1 above, and in trail riding in particular, including but not limited to accidents or illnesses in remote places without medical facilities and other unforeseeable events, and risks and dangers associated with variations in terrain, weather, wild animals, vegetation, debris, and/or obstacles be they man made or natural, obvious or not obvious.

3. Understand and acknowledge that there are inherent elements of risk and danger always present in Horse-Related Activities despite all safety precautions, and that Horse-Related Activities are DANGEROUS and involve RISKS that may cause SERIOUS INJURY, PROPERTY DAMAGE, and in some cases, DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training, behavior, characteristics and past performance.

4. In consideration for my being allowed to enter the facilities and participate in Horse-Related Activities with Wild Winds, Inc., d/b/a Wild Winds Buffalo Preserve, a.k.a. Wild Winds National Buffalo Preserve, Inc. (hereinafter, the "Stable"), I VOLUNTARILY AND EXPRESSLY assume all RISKS and DANGERS of injury, property damage and/or death inherent in all Horse-Related Activities including but not limited to the use of the horse, equipment and gear provided to me by the Stable, its owners, operators, officers, employees, trail guides and/or agents.

5. In consideration for my being allowed to participate in Horse-Related Activities with the Stable, I FOREVER RELEASE and DISCHARGE the Stable, doing business under its own name or any other name, and its owners, operators, officers, employees, trail guides and/or agents (collectively hereinafter, "the Releasees"), from any and all liabilities and/or claims, present or future, arising from my participation in said Horse-Related Activities, and I agree that I will never prosecute or in any way aid in prosecuting any demand, claim or suit against the Stable and/or the Releasees for any loss, damage, injury and/or death to my person or property that may occur from any cause whatsoever, including but not limited to negligence on the part of the Stable and/or Releasees, as a result of my participation in said Horse-Related Activities.

6. FOREVER RELEASE and DISCHARGE the Stable and Releasees from any claim that the Stable and/or Releasees are or may be NEGLIGENT in connection with my participation in Horse-Related Activities, or with my riding experience or ability, including but not limited to training or selecting horses, with maintenance, care, fit or adjustment of saddles, bridles, or other equipment or gear, or with instruction on riding skills or leading and supervising riders.

7. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable and Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my participation in Horse-Related Activities and/or my use of any equipment or gear provided by the Stable or the Releasees, or any acts or omissions or NEGLIGENCE of/by the Stable or Releasees.

8. Agree to abide by and follow any instructions given or rules, including but not limited to the Trail Ride Rules & Regulations attached hereto marked Exhibit "A" and by this reference incorporated herein, established by the Stable or Releasees with regard to my participation in Horse-Related Activities and/or use of any equipment or gear provided by the Stable or the Releasees.

9. EXPRESSLY AGREE that the foregoing Agreement is governed by the State of Indiana and is intended to be as broad and inclusive as is permitted by Indiana law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this Agreement is a contract and agree that if a demand or claim is made or a lawsuit is filed against the Stable or Releasees for any injury, death or damage in breach of this contract, I, the Undersigned, SHALL PAY all reasonable attorney fees and costs incurred by the Stable and/or Releasees in defending such an action.

11. Acknowledge and agree I have executed this release willingly and after having read or been advised of the warning posted by the Stable, which warning states as follows: ***WARNING - Under Indiana 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 I.C. 34-31-5 of the Indiana Revised Statutes.***

12. ***PARENT(S)/GUARDIAN OF MINOR:*** If I/we am/are a parent(s), natural guardian or legal guardian of a minor under eighteen (18) years of age who participates in Horse-Related Activities with the Stable, I/we hereby request and consent to such minor's participation. I/we understand and agree that as an express condition of such participation, without which the minor will not be allowed to participate, I/we EXPRESSLY AGREE to all of the terms and provisions of this Agreement and AGREE to assume the obligations of this Agreement and all of the above-stated risks and dangers on such minor's behalf, as well as on my/our own behalf, and, further, I/we EXPRESSLY AGREE to indemnify and save and hold harmless the Stable and the Releasees from any and all liability of any kind and character, including, but not limited to, bodily injury, death and/or property damage sustained by the minor and/or myself/ourselves while participating in the Horse-Related Activities with the Stable. I/we RELEASE the Stable and Releasees from all present and future claims as I/we, or either of us, have individually, or as parent(s) or as natural or legal guardian for the minor's benefit, or that the subrogee of myself/ourselves and the minor may have. I/we EXPRESSLY AGREE to indemnify and save and hold harmless the Stable and the Releasees from any loss, liability, damage, and/or cost they may incur because of any defect in or lack of capacity to act on behalf of the minor in executing this Agreement. ***PARENT(S)/GUARDIAN INITIALS*** \_\_\_\_\_

13. I ACKNOWLEDGE I HAVE BEEN ADVISED AND I UNDERSTAND THAT IT IS RECOMMENDED THAT I AND ALL RIDERS WEAR A PROTECTIVE HELMET. I ACKNOWLEDGE THAT A PROTECTIVE HELMET IS AVAILABLE FOR MY OWN AND ANY MINOR'S USE AND SAFETY, AND THAT I AND THE MINOR(S) HAVE BEEN GIVEN THE OPPORTUNITY TO WEAR A HELMET WHILE ENGAGING IN HORSE-RELATED ACTIVITIES WITH THE STABLE.

**I, THE UNDERSIGNED, HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND KNOW ITS CONTENTS, AND FULLY UNDERSTAND AND AGREE TO ALL TERMS CONTAINED IN SAID AGREEMENT, AND SIGN THE SAME AS MY OWN FREE ACT OF MY OWN FREE WILL.**

Dated: \_\_\_\_\_  
Signature of participant \_\_\_\_\_ Printed \_\_\_\_\_

Dated: \_\_\_\_\_  
Signature of parent(s)/guardian \_\_\_\_\_ Printed \_\_\_\_\_  
***(REQUIRED if participant is a minor)***

\* \* \* \* \*

Do you (or your minor child) have any history of epileptic seizures, heart condition, asthma or any other medical problems that could be affected by/affect your participation in Horse-Related Activities? **Yes**\_\_\_\_ **No**\_\_\_\_\_

Please check the appropriate box corresponding to that which best describes your horseback riding ability (BE HONEST):

- NEVER RIDDEN (never ridden a horse or have ridden less than five (5) times in your life)
- BEGINNER (ridden a horse more than five (5) times but never had any horseback riding instruction/lessons)
- INTERMEDIATE (ridden a horse often and had some instruction/lessons)
- ADVANCED (ride regularly, had extensive instruction/lessons)