**Mt Madonna Stables**

60 Summit Rd Watsonville CA 95076

**Equine Riding Lesson Liability Release and Assumption of Risk Agreement**

**READ CAREFULLY AND INITIAL ALL SECTIONS BEFORE SIGNING**

**A.** **REGISTRATION OF STUDENT AND AGREEMENT PURPOSES**  I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Student Name (Print)** | **Age** | **Weight/Height** | **Horse Handling /Riding Experience**  **(check one that applies)** | |
| 1. | 2.\_\_\_\_\_\_  3.DOB  \_\_\_\_\_\_\_\_ | 4. \_\_\_\_\_\_\_LBS  \_\_\_\_FT\_\_\_IN | 5. \_\_\_\_\_1st Time Rider  \_\_\_\_\_Less Than 50 hours of Lessons  \_\_\_\_\_More Than 50 hours of Lessons | |
| 6. Does this student/camper have any physical or mental condition(s) that may affect his/her safety and ability to ride, drive, and/or train horses? Yes\_\_\_\_\_No\_\_\_\_\_ | 7. If “yes”, how can we help this student with his/her special needs? | | |

**B.** **AGREEMENT, SCOPE, DEFINITIONS AND CALIFORNIA JURISDICATION:** This agreement shall be legally binding upon me, the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of California. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE’S property, be on THIS STABLE’S property, be near any horse, receive riding instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off THIS STABLE’S property. Any disputes by the student and/or parent/guardian shall be litigated in, and venue shall be in the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or work is in conflict with state law, then, that single part is null and void. The terms “HORSE” and “EQUINE” herein shall refer to all equine species. The terms “I,” “WE,” “ME,” “MY” shall herein refer to the above registered student and the parents or legal guardians thereof if a minor. \_\_\_\_\_Initials

**C. INHERENT RISKS/ASSUMPTION OF RISKS:** I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions: A collision, encounter and/or confrontation with another equine, another animal, a person, a vehicle, a bicycle or object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss of the participants or other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of 3-1/2 to 5-1/2 feet, and the impact may result in harm to the rider. Horseback riding, vaulting, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short: Spinning around; Changing directions and/or speed at will: Shifting its weight; Bucking; Kicking: Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me. \_\_\_\_\_ Initials

**D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/WE ACKNOWLEDGE THAT: THIS STABLE is **NOT** responsible for the total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements 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, which may walk, run or fly near, or bite or sting a horse or person; and 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 man-made change in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The student and parent or legal guardian have inspected THIS STABLE’S facilities and are satisfied that all premise conditions are reasonably safe for this student’s intended purposes, usage and presence upon THIS STABLE’S premises. \_\_\_\_\_ Initials

**E. SADDLE GIRTHS / NATURAL LOOSENING WARNING:**  I/WE ACKNOWLEGDGE THAT: Saddle girths (fastener straps around the horse’s belly) may loosen during riding. Students must alert the instructor or assistants of any girth looseness so action can be taken to avoid slippage and the potential for the rider to fall from the horse. \_\_\_\_\_ Initials

**F.** **PROTECTIVE HEADGEAR/HELMET WARNING:** I/WE AGREE THAT: I for myself and on behalf of my child’s and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that wearing such head gear/helmet 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/or other occurrences. I am not relying on THIS STABLE and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliances with this suggestion at any time now or in the future. \_\_\_\_\_ Initials

**G.** **LIABILITY RELEASE:** I/WE ACKNOWLEGDGE THAT: competitive and pleasure horse riding and vaulting contains inherent risks of injury or damage to me personally, to my horse, and to my equipment. Knowing these facts, I nevertheless, in consideration to your acceptance of this form, for myself, my heirs, executors and administrator hereby indemnify, waive, release, discharge, and hold harmless Mount Madonna Stables , its member clubs, board of directors, officers, or the employees or agents thereof, and all individual members thereof, and all other persons and organizations in any way connected with the events, property, boarding, lessons, or any other related activity and their representatives, heirs, executors, and administrators and assigns from any and all right, claim or liability for injury or damage which may occur to me including injuries to animals or from any and all claims of any kind of nature that I might have as a result of or arising out of my participation in any activity. Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act, or the acts of anyone or any animals within my control. I further agree that I will defend, indemnify and hold harmless Mount Madonna Stables, its member clubs, its officers, directors, and agents or any of them against all claims, demands and causes of action including court costs, and attorneys’ fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature what-so-ever whether known or unknown and expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims. \_\_\_\_\_ Initials

**WE, the undersigned parents of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , for and in consideration of our child’s/ward’s participation in all activities of Mount Madonna Stables, state that we have read the waiver, release and hold harmless agreement written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply to and be binding upon us and our minor child in so far as it pertains to his or her participation and to any injury or damage said minor child, or his/her horse, may sustain or cause as a result of said participation.**

**SIGNER STATEMENT OF AWARENESS**

**I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I/WE UNDERSTAND THAT BY SINGING THIS DOCUMENT I/WE ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I/WE ARE SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_\_\_ at (city) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(state) \_\_\_\_\_

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Signature of Student Print Name Date

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Signature of Parent, Guardian, and/or Spouse Print Name Date