

# **Mt Madonna Stables Trail Ride Lessons Waiver and Release Form**

I \_\_\_\_\_ do hereby and for on behalf of myself and my heirs release and forever discharge Michelle & David Mahoney, Marlene Dietzel, Erica F. Manire, Nikkii Van Steenwyk, and all employees and its agents of Mt Madonna Stables, Mt Madonna Park, County of Santa Clara Parks & Recreation Department and any park agencies with whom Mt Madonna Stables may do business, from any and all claims and demands of every kind, nature and character which I may have, or may hereafter acquire, for any and all damages, losses or injuries, or death, which may be suffered or sustained by me in connection with any activities in any way related to Mt Madonna Stables, both on and off the premises of Mt Madonna Stables and all such claims are hereby waived and released and I covenant not to sue therefore.

I understand and fully assume all risks and hazards incidental to horse and related activities and transportation to and from activities. I understand that horseback riding and horse related activities have inherent dangers that could result in a serious accident or loss of life, no matter how well the activity is supervised. I agree to indemnify Michelle & David Mahoney, Marlene Dietzel, Erica F Manire, Nikkii Van Steenwyk, employees and its agents Mt Madonna Stables, Mt Madonna Park, County of Santa Clara Parks & Recreation Department from any costs associated with any accident or illness involving the below named rider, participant, and/or any guest or member of my family.

I understand that Mt Madonna Stables may often take pictures and/or video of horse related activities and events that are used for their portfolios and advertising. I give my permission for Mt Madonna Stables to use any pictures and/or video that may include my family or myself for their portfolios and/or for advertising.

I, the undersigned, hereby acknowledge that I have voluntarily engaged in an activity of horseback riding with Mt Madonna Stables. I understand that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of control, collision, and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times, and I also assume such risks.

I understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge that these are my responsibilities, and I assume all risk for these hazards, including breaks, growth, debris, rocks, cliffs, and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural. I understand that animals are unpredictable and that the risk of injury is inherent the activity. I agree to assume all risk of injury or death caused by horseback riding, whatever the cause, except as provided by law. As consideration for being permitted by Mt Madonna Stables to engage in the activity of horseback trail riding lessons.

I do hereby waive any claim and release Mt Madonna Stables and all of their owners, officers, staff members, volunteers, affiliated organizations, land owners, and agents for any injury or death caused by or resulting from my participation in the activity of horseback trail riding lessons. This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives and me.

**Mt Madonna Stables Trail Ride Lessons  
Waiver and Release Form**

**Date:** \_\_\_\_\_ **How did you hear about us?** \_\_\_\_\_

**Name of Rider(s):** \_\_\_\_\_  
(Please Print)

**Name of Parent/Guardian:** \_\_\_\_\_  
(Please Print)

**Signature:** \_\_\_\_\_  
(Adult rider or Parent/Guardian of Minor Rider)

**E-Mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Home Phone #:** \_\_\_\_\_ **Work/Cell #:** \_\_\_\_\_

**Riding Exp. (circle) (1) None (2) 1 to 5xs (3) 6 to 15xs (4) Over 15xs**

**MEDICAL STATEMENT FOR PARTICIPATION IN HORSEMANSHIP ACTIVITIES**

I hereby certify that (I am) he/she is) not under the influence of alcohol or drugs or under treatment for any physical infirmity or chronic ailment, or injury of any nature, and that (I have) (he/she has) normal vision or (have, has) never been treated for any of the following:

- |  |                               |
|--|-------------------------------|
| 1) cardiac or pulmonary condition or disease | 5) nervous disorders          |
| 2) high or low blood pressure                | 6) diabetes                   |
| 3) fainting spells or convulsions            | 7) kidney or related diseases |
| 4) hard of hearing                           |                               |

I know of no medical reason, which would make it unsafe for me to ride or participate in horse related activities.

\_\_\_\_\_  
Rider Signature

**HELMETS**

IT IS MANDATORY FOR EVERYONE TO WEAR A HELMET. MT. MADONNA STABLES REQUIRES A HELMET TO BE WORN BY AT ALL TIMES REGARDLESS OF AGE. I understand it is mandatory that I wear a helmet for my safety and that helmets are available at no charge to me.

I have carefully read this agreement and fully understand the contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this contract in behalf of myself and/or my family of my own free will.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

\_\_\_\_\_  
Rider Signature