

HILLCREST EQUESTRIAN CENTER
2888 English Rd., Chino Hills, CA 91709 (714) 478-1616

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER MONETARY DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS OR ANY TRAINERS AT THE STABLES, AND THEIR EMPLOYEES AND AGENTS (“THE RELEASEES”).

In consideration for allowing the undersigned and/or his or her minor child to participate in horse related activities at Hillcrest Equestrian Center, 2888 English Road, Chino Hills, CA 91709, I hereby:

1. Acknowledge and agree that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, or saddles, bridles, or other equipment may loosen or break - all of which may cause serious injury or death to any person on or within close proximity of said horse.

2. Acknowledge and agree that no horse is completely safe. 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 to 6 feet and the impact may result in serious injury or death. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to, stopping short, changing directions or speed at will, shifting weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from perceived dangers. I acknowledge and agree to assume all risks of injury or death associated with horse related activities based upon their unpredictable nature.

3. Acknowledge that equestrian related activities such as riding, handling, or being in close proximity to a horse is an inherently dangerous activity and involves risks that may cause serious injury or death because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

4. Voluntarily assume the risk and danger of injury or death inherent in horse related activities including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable, or the failure to wear a protective helmet when riding, handling, or being in close proximity of a horse, or the use of saddles, bridles, equipment and gear provided to me by the Releasees.

5. Release, discharge and promise not to sue the Releasees for any loss, damage, injury, death, arising out of the participation of horse related activities including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable or the failure to wear a protective helmet when riding, handling, or being in close proximity of a horse, or the use of saddles, bridles, equipment and gear provided by the Releasees.

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6. Release the Releasees from any and all claims arising out of the negligence of the Releasees in connection with the participation in horse related activities including, without limitation, training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills, leading and supervising riders, or the use of any saddles, bridles, equipment and gear provided by the Releasees or being on the premises of the stable, which results in loss, damage, injury or death.
7. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or death that may arise out of the participation in horse related activities including, without limitation, handling, riding, or being in close proximity of a horse or on the premises of the stable or the failure to wear a protective helmet or other gear when riding a horse and/or and use of saddles, bridles, equipment and gear provided by the Releasees.
8. Acknowledge and agree to abide by and follow any instructions given or rules established by the Releasees or any of its employees, trainers or workers with regard to the participation in equestrian related activities, including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable, or the failure to wear a protective helmet when handling, riding or being in close proximity of a horse, or the use of any saddles, bridles, equipment and gear provided by the Releasees.
9. Acknowledge and agree to read and understand the following language of Section 1542 of the California *Civil Code* which provides “A general release does not extend to claims which the Creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his settlement with the Debtor.” Having reviewed this provision, the undersigned nevertheless voluntarily releases the Releasees from any and all liability for claims arising out of the matters set forth herein. The undersigned understands the word “claims” includes, without limitation, all actions, claims and grievances, whether actual or potential, known or unknown, and specifically but nonexclusively, all claims arising out of the matters set for the herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.
10. Acknowledge and agree that this release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by law, and that in the event any portion of this release is determined to be invalid, illegal, or unenforceable for any reason, the balance thereof shall not be effected or impaired in any way and shall continue in full legal force and effect.
11. Acknowledge and agree that this document is a binding contract and agree that if a lawsuit is filed against the Releasees for any injury, damage, death or breach of this contract, the prevailing party shall be entitled to a recovering of reasonable attorney’s fees and costs (whether incurred before or after entry of judgment).
12. Acknowledge and recognize that there are other risks, hazards and dangers that are associated with horse related activities in an outdoor environment. I further acknowledge and recognize that the description of the risks in this document is not a complete list and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.
13. Acknowledge and recognize that dogs are allowed at the premises and that there are risks and dangers that exist when dogs, horses and humans interact. Dogs, similar to horses, are unpredictable and may react to acts and conduct of other individuals or animals. I further acknowledge and recognize that there are risks associated

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with participating in horse related activities in the presence of dogs that may be unknown or unanticipated.

14. Acknowledge and agree that the Releasees have advised that all minors must purchase and wear protective headgear which meets or exceeds the quality standards of the SEI Certified/ASTM Standard F 1163 equestrian helmet at all times while riding. I understand that wearing of such headgear while mounting, riding, dismounting, or otherwise being around horses may prevent or reduce the severity of some head injuries; however, I acknowledge and agree that wearing a helmet may not prevent injuries or death in all circumstances. It is recommended that all riders wear a protective helmet and it is my understanding that a protective helmet is available and has been offered by the Releasees.

I AM OVER THE AGE OF EIGHTEEN AND DECLINE TO WEAR A PROTECTIVE HELMET AGAINST THE ADVICE OF THE RELEASEES (PLEASE INITIAL HERE): _____

I have read this document in its entirety and I understand it is a promise not to sue and to release and indemnify the Releasees for any and all claims for damages, injuries, or death. I have made a free and deliberate choice to sign the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement as a condition to participation in horse related activities (handle, ride, or be in close proximate of a horse).

DATE

SIGNATURE

PRINTED NAME

MINORS MUST HAVE THE FOLLOWING SECTION EXECUTED BY THEIR PARENTS OR LEGAL GUARDIAN(S)

We, the undersigned parents of _____ for and in consideration of our child's participation in horse related activities at Hillcrest Equestrian Center, do hereby acknowledge and agree that we have read the release and waiver of liability/assumption of the risk and indemnity agreement written hereinabove and we expressly agree that the terms and conditions of said waiver, release and hold harmless shall apply to and be binding upon us, our insurer, and our minor child insofar as it pertains to his or her participation in horse related activities, and to any injury, death or damage said minor child, or his or her horse, may sustain or cause as a result of said participation. We further warrant and represent that we have current health and accident insurance on said minor child, which shall remain in full force and effect while said minor child participates in horse related activities at Hillcrest Equestrian Center.

Executed this ___ day of _____, 20___, at (city) _____ (State) _____

Mother _____ Father _____

Initial _____

Printed names _____

Home Address _____
Street City State Zip

Phone Numbers _____

Email Address _____

Emergency Contact Number: _____

Initial _____