

THE *RIDE YOUR HORSE* THERAPEUTIC RIDING PROGRAM

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

The *Ride Your Horse* Therapeutic Riding Program, hereinafter collectively referred to as "*TRYHTRP*", is a 501c3 non-profit corporation located at B&B Stables, 10730 Artesia Blvd., Cerritos, CA 90703

Participant (please print name): _____ will be participating as a rider and/or handler in lessons and other equestrian activities organized by *TRYHTRP*.

Please initial one of the following:

_____ Now, therefore, I, the undersigned parent or legal guardian of the rider/handler (participant) named above, who is under 18 years of age, for myself and on behalf of the participant named above, his or her personal representatives, estate, heirs, assigns, and next of kin . . .

_____ Now, therefore, I, the rider/handler (participant) named above, am 18 years of age or older, and I, my personal representatives, estate, heirs, assigns, and next of kin . . .

do hereby agree to give up any and all of my legal rights against *TRYHTRP*, its agents, employees, volunteers, officers, directors, representatives, assigns, members, owners of riding premises and trails used in its equestrian activities, affiliated organizations, people with whom it has contracts to provide facilities or services, insurers, and others acting on its behalf (hereinafter, collectively referred to as "RELEASED PARTIES"), as more specifically indicated below:

ACKNOWLEDGEMENT OF DANGER AND ASSUMPTION OF RISK

I acknowledge that riding horses, being near horses, and being at equestrian facilities and on trails, is inherently dangerous, and that no amount of care, caution, instruction, or supervision can eliminate such dangers.

I acknowledge such dangers include, but are not limited to the following:

1. A horse that may, among other things, buck, stumble, fall, rear, bite, kick, run, stomp, make unpredictable movements, spook, jump obstacles, step on a person's feet, and push or shove a person; saddles, bridles, or other equipment that may loosen, break, or otherwise malfunction; other riders who may not control their animals or ride within their ability, and cause a collision or other unpredictable consequence.
2. The negligent or intentional act or omission of RELEASED PARTIES or a third party.
3. Equestrian activities that may be conducted in areas that are subject to change in condition according to weather, temperature, and natural and man-made changes in landscape.
4. An apparent or hidden defect or dangerous condition of the equestrian facilities and trails.

Any of these and other known or unknown dangers may cause me to fall or be jolted or injured in another manner, resulting in the possibility of serious physical and emotional injury, and death. In addition, I acknowledge that such injury and death could result from self-inflicted injury and death.

Despite such dangers, I voluntarily assume the risk and danger of serious injury and death inherent in all equestrian activities organized by *TRYHTRP*.

HELMET REQUIREMENT

I acknowledge that *TRYHTRP* has required me to wear protective headgear that meets or exceeds the quality standards of the SEI Certified/ASTM STANDARD F 1163 equestrian helmet at all times during mounting, riding, and dismounting horses, because the helmet may prevent or reduce the severity of some head injuries.

RELEASE OF LIABILITY

I agree to hold harmless, release and discharge RELEASED PARTIES from all claims, demands, causes of action, and legal liability that I may hereafter have for injuries, damages, and death related to *TRYHTRP* equestrian activities including, but not limited to injury, damages, and death caused by the negligent or intentional acts or omissions of RELEASED PARTIES or third parties.

I shall not bring any claims, demands, legal actions, and causes of action against Released Parties for injury, damage, death, or other losses sustained by me in relation to *TRYHTRP* equestrian activities.

INDEMNIFICATION

I agree to indemnify and hold harmless RELEASED PARTIES as to all claims, actions, damages, costs and expenses, including attorney’s fees sustained, as a result of my participation in *TRYHTRP* equestrian activities.

CALIFORNIA LAW

This agreement is governed by the Laws of the State of California. In the event that 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO IT.

Dated: _____

Participant’s Full Name (please print): _____

Signature of Participant (if over 18 years of age): _____

Parent/Legal Guardian Full Name (please print): _____

Signature of Parent/legal guardian: _____

Mail Forms and Registration Fee to:

Ride Your Horse Pony Camp
% Kimberly Stubblefield
2843 Park Vista Court
Fullerton Ca 92835

Make Checks Payable to:

Ride Your Horse