

Rancho Potrero

COMMUNITY EQUESTRIAN CENTER

Participant Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Whereas, _____
(Participant's Full Name – Please Print)

will be boarding and riding their horse, participating in lessons or other equestrian activities organized by Rancho Potrero Community Equestrian Center, RPCEC;

Please initial one of the following:

_____ Now, therefore, I, the Participant named above, am 18 years of age or older, and I, my personal representatives, estate, heirs, assigns, and next of kin,

_____ Now, therefore, I, the undersigned parent or legal guardian of the 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,

do **hereby agree to give up any and all of my legal rights** against RPCEC, Ride On, The City of Thousand Oaks, the Conejo Open Space Conservation Agency, their agents, employees, participants, officers, directors, representatives, assigns, members, owners of riding premises and trails used in its equestrian activities, affiliated organizations, people with whom they have 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 Ride On.**

Safety Equipment.

I acknowledge that RPCEC STRONGLY encourages all riders 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. I agree that if I choose not to wear such a helmet I assume increased risk of injury or death resulting from that choice.

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 RPCEC 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 RPCEC equestrian activities. **This release extends to all claims whether known or unknown** and I expressly waive any rights under state laws designed to prevent Participant from waiving claims that are unknown to Participant at the time Participant agrees to a waiver of claims.

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 willful misconduct or gross negligence relating to my participation in RPCEC 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 ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO IT.

Participant Email _____ Phone _____

Emergency
Contact _____ Phone _____ Relationship: _____

Participant's Signature: _____ Date _____
(Please sign if 18 or older)

Parent/ Legal Guardian _____ Date _____
(if under 18) (Please Print Name) (please sign)