

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

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

Hereby voluntarily agrees to participate in a Trail Ride Program and/or equestrian services organized by Rancho Potrero Trail Rides, Llc. Please initial one of the following:

_____ ADULT: 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,

_____ CHILD: 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 Rancho Potrero Trail Rides, Llc (RPTR), Rancho Potrero Community Equestrian Center, Ride On L A, The City of Thousand Oaks, the Conejo Open Space Conservation Agency, the Conejo Recreation and Park District, 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; a horse may react unpredictably and dangerously to natural or human hazards such as wild animals, mountain bicycles, hikers, strollers or blowing trash; 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, premises 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 and expressly assume the risk and danger of serious injury and death inherent in all equestrian activities organized by RPTR.**

Safety Equipment.

I acknowledge that RPTR requires all riders to wear protective headgear designed for equestrian use at all times during mounting, riding, and dismounting horses, because the helmet may prevent or reduce the severity of some head injuries. **I acknowledge that no helmet provides protection against all 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 RPTe 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 RPTe 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. I will pay all fees, damages, and costs, including attorney’s fees, the RELEASED PARTIES may incur in enforcement of the agreement.

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 Name _____

Address _____ City _____ State _____

Participant Email _____ Phone _____

Emergency Contact _____ Phone _____ Relationship: _____

ADULT: Participant’s Signature: _____ Date _____

CHILD: Parent/ Legal Guardian _____ Date _____
(if under 18) (please sign)

Photo Release: I consent to and authorize _____ I do NOT ____ consent to and authorize the use and reproduction by Rancho Potrero Trail Rides of any and all photographs and any other audio-visual materials taken of me for social media, promotional material, educational activities, exhibitions, or for any other use.