



# ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

This document waives very important legal rights. Read it carefully before signing.

## HORSEBACK RIDING CAN BE DANGEROUS SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

By this agreement made and entered into on \_\_\_\_\_ (date) by and between \_\_\_\_\_ and Sandy Smyth-Reedy, and all of their respective officers, officials, directors, employees, agents, personnel, volunteers, affiliated organizations and insurers, hereinafter referred to as “**STONE HOUSE RANCH**,” located at 1930 State Highway 193 Cool CA 95614.

1. **HAZARDOUS ACTIVITY:** I understand that horseback riding is a hazardous activity and that horses are unpredictable by nature; that when frightened or angry or under stress, a horse’s natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand that these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward. I further expressly agree that the forgoing release, waiver, and indemnity agreement are intended to be as broad and inclusive as is permitted by law of the State of California and if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. \_\_\_\_\_ **(Initial here)**

2. **RIDING HELMETS:** I understand that helmets are recommended and that I can better protect myself against head injuries by wearing protective equestrian head gear while mounting, riding, dismounting and being around horses. I accept full responsibility for the increased risk of injury if I decide not to wear a helmet. Riders under 18 are required to wear a helmet while participating in equestrian activities. \_\_\_\_\_ **(Initial here)**

3. **LIABILITY RELEASE:** I understand that, except in the event of **STONE HOUSE RANCH’S** wanton or willful negligence, I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding a horse. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge OWNER from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property. \_\_\_\_\_ **(Initial here)**

4. **INDEMNITY:** I agree to hold harmless, indemnify and defend **STONE HOUSE RANCH** against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of **STONE HOUSE RANCH**

and the facilities located thereon, including but not limited to participation in instruction, training, riding, handling, leading, Veterinary assistance of personal horse or other horses and Farrier assistance whether caused by negligence of release or otherwise. \_\_\_\_\_ (Initial here)

**5. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:**

In the knowledge that a parent by law can not waive the personal injury rights or other claims of a (their) minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify **STONE HOUSE RANCH** from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against **STONE HOUSE RANCH** for personal injuries suffered by said minor alleging negligent acts or acts of omissions by **STONE HOUSE RANCH**. \_\_\_\_\_ (Initial here).

6. This Assumption of Risk, Release and Indemnification is governed by the Laws of the State of California and is intended to be interpreted as broadly as possible. I agree that exclusive jurisdiction and venue (place) for any legal action against **STONE HOUSE RANCH**, its officers, directors, employees, volunteers or agents shall be in the local district courts or the federal court of the State of California. If any part of this Agreement is determined to be unenforceable, all other parts shall remain in effect.

**DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM**

<u>Rider, Handler, Agent or Exhibitor</u>		<u>If Rider, Handler, Agent or Exhibitor is a minor</u>
<u>Signature</u>		<u>Parent /Guardian Signature</u>
<u>Print Name</u>		<u>Print Parent/Guardian Name</u>
<u>Date</u>		<u>Date</u>