

WHISPERING CREEK EQUESTRIAN CENTER

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 (and your child) are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage for any reason including, but not limited to, the negligence of the trainer, the stable, its owners, employees and agents (“the releasees”).

I, _____ (and my minor child _____) (hereinafter the “Undersigned”) reside at (Street Address) _____, in (City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule 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, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Releasees.

4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Releasees for any loss, damage, injury (including death) or cost to me or my child’s arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Releasees.

5. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child’s riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by the Releasees or being on the premises of the Stable, which resulted in loss, damage, injury or death.

6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child’s handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child’s own negligence.

7. Agree to abide by and follow any instructions given or rules established by the Releasees or any of its employees, guides or wranglers with regard to my or my child’s riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

8. Agrees that the Undersigned has read and understands 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 favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor.” Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word “claims” to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters et 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.

9. The Undersigned expressly agrees that the foregoing 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 California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the Stable in defending such an action.

11. **IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD’S SAFETY.**

I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE): _____

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

DATE

SIGNATURE