

## CONCORD EQUESTRIAN CENTER

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

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AGREEMENT TO ITS TERMS.**

I, \_\_\_\_\_ (hereinafter the "Undersigned"), HEREBY

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse, and assigns, :

1. Acknowledge that a horse or pony may, without warning or apparent cause, buck stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on or push people, that horse or pony saddles and bridles may loosen or break, all of which may cause the Undersigned to fall or be jolted, resulting in serious injury or death.
  2. Acknowledge that horseback riding is a dangerous activity and involves RISK that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses regardless of their past training and performance.
  3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse (s), equipment, and gear provided to me by Concord Equestrian Center (hereinafter referred to as "Stable").
  4. RELEASE, DISCHARGE, AND OATH OF SUIT. The Undersigned pledges not to sue Stable, doing business under Stable's own name or any other names - including that of his owners, officers, employees, and agents (hereinafter referred to as "Releasee") - for any loss, liability, damage, or cost whatsoever arising from or related to any loss, damage or injury (including death) to the Undersigned's person or property.
  5. Release the Releasee from any claim that such Releasee is, or may be, negligent in connection with riding experience or ability, including but not limited to, training or selecting horse (s); maintenance, care, fit or adjustment of saddles and bridles; instruction or riding skills; or leading and supervising riders.
  6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable from and against any loss, liability, damage or cost arising from damage or injury caused by Undersigned's use of horse (s) and equipment or gear provided therewith or any acts of omission of the Stable and its employees or agents.
- . Agrees to abide by and follow all the rules and regulations established by the Stable or any of its employees, or agents with regard to the Undersigned's use of the horse (s) or any equipment or gear provided therewith. In the event that someone other than the Undersigned shall call for the horse (s), such person shall have written authority signed by the Undersigned for said purpose.

over please

8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity is governed by the State of California. It is intended to be as broad and inclusive as is permitted by California law; 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.

9. Acknowledges that this document is a contract and agrees that if a lawsuit is filed against the Stable, its owners, agents, and employees 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 action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS. THERE ARE NO REFUNDS ON ANY PAID LESSONS.

IT IS REQUIRED THAT YOU AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS THE UNDERSIGNED'S UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR ANY MINOR'S SAFETY, AND I HEREBY AGREE TO WEAR IT.

\_\_\_\_\_/\_\_\_\_\_  
DATE SIGNATURE PRINTED NAME

ADDRESS: \_\_\_\_\_ \*\*\*\*\* USED for billing purposes.

\_\_\_\_\_

PHONE: \_\_\_\_\_ (home/work)

E MAIL \_\_\_\_\_ \*\*\*used to communicate events and other happenings at CEC.

I HAVE READ AND AGREE TO CEC POLICES\* \_XX\_\_\_\_\_

INITIAL

\*this includes our 24 hr cancellation and refund policies - see CEC policies and procedures.

#### PARENT/GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this Agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following: I, \_\_\_\_\_, acting as parent, natural or legal garden

of \_\_\_\_\_ ( hereinafter "the minor") hereby affirms that he/she has read the Agreement, understands the Agreement, and understands that the Agreement is a release to all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Realizes from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian \_\_\_\_\_ Minor Date of Birth \_\_\_\_\_