



Palos Verdes Stables *Lesson Program* Release & Waiver

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 cases of injury, death or property damage.

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

I, _____ (hereinafter the undersigned) acting as parent, natural guardian or legal guardian of _____ (hereinafter the "minor"), and acting on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns,

DO HEREBY:

- 1 Acknowledge that without any warning, or any apparent cause, a horse may buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, 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**;
- 2 Acknowledge that horseback riding is a dangerous activity and involves **RISKS** that may cause **SERIOUS INJURY** and/or **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 use of the horse, equipment and gear provided to me by the stable;
- 4 **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Palos Verdes Stables, Riding Lesson Program doing business under its own name or any other name and/or any of its owners, officers, partners, and agents (hereinafter the Stable), for any loss, liability, damage or cost whatsoever resulting out of or related to any loss, damage or injury (including death) to my person or property;
- 5 Release the Stable from any claim that the Stable is negligent in assessing my riding experience or ability, 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;



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- 6 INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable and its partners and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of the Stable;
- 7 Agree to abide by and follow any instructions given or rules established by the Stable with regard to my use of the horse or any equipment or gear provided herewith;
- 8 Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable for any injury or damage in breach of this contract, the prevailing party will be reimbursed for reasonable attorney fees and costs incurred therein;
- 9 The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of California law, and that in the event any portion of this agreement shall not be affected or impaired in any way and shall continue in full legal force and effect;

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

DATE

SIGNATURE (PARENT OR LEGAL GUARDIAN)

IT IS RECOMMENDED THAT YOU AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELEMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR ANY MINOR'S SAFETY, AND I HEREBY REFUSE TO USE IT.

DATE

SIGNATURE (PARENT OR LEGAL GUARDIAN)