

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION for allowing _____, (hereinafter the "rider") to participate in the equestrian activities, including but not limited to riding instruction, I agree to this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**. On behalf of myself and my personal representatives, estate, heirs, assigns, and next of kin do **HEREBY FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, MILL CREEK EQUESTRIAN CENTER, Inc., CORY WALKEY**, or any of its officers, directors, instructors, principals, agents, employees, or affiliates (hereinafter the "Released Parties") **FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, ARISING OUT OF, OR RELATED TO, THE EQUESTRIAN ACTIVITIES THAT THE MINOR PARTICIPATES IN, ANY TRAINING OR INSTRUCTION THE MINOR RECEIVES, ARISING OUT OF FACILITIES AND EQUIPMENT, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.**

The undersigned does hereby affirm, acknowledge, and understand that I have been informed that **EQUESTRIAN ACTIVITIES, including horseback riding, ARE POTENTIALLY DANGEROUS ACTIVITIES** which involve certain inherent hazards and risks and no amount of care, caution, instruction or expertise can eliminate the inherent dangers.

Please read and initial below, I am confirming my understanding of the following:

_____ I affirm and recognize that there are **SUBSTANTIAL RISKS** involved in horseback riding and equestrian activities which include, **but are not limited to**, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death. Horses are unpredictable and they may react to the conduct and actions of other riders and persons.

Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, other animals, or objects. Equestrian activities involve equipment that may break, fail, or malfunction. Other riders may not control their animals, or ride within their ability, and cause a collision or other unpredictable consequence. Equestrian activities may be conducted in areas which are subject to constant change in condition according to weather, temperature, and natural and man-made changes in the landscape, including the riding ring, where objects are not marked and hazards may not be visible where trails are not groomed, maintained or controlled; where weather is changeable, unpredictable and dangerous; and where lightning, thunder, beehives, streams, creeks, fallen timber wild animals and other natural hazards and dangers exist.

_____ I affirm and recognize that there are other risks, hazards and dangers that are integral to equestrian activities in a wilderness or outdoor environment. I further affirm that the description of the risks in this document are not complete and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.

_____ I understand that saddle girths (saddle fasteners around the horse's belly) may loosen during a ride, and if such a loosening occurs, I acknowledge and understand that it is my responsibility to alert the riding instructor immediately so that corrective action may be taken to avoid slippage of the saddle and a potential fall from the animal.

_____ I affirm that I have inspected the facilities and are satisfied that all premise conditions are reasonably safe for the intended purpose and usage

_____ I expressly acknowledge that the staff and employees of **MILL CREEK EQUESTRIAN CENTER** are not employed for the purpose of determining whether my riding ability is sufficient for my horse, nor is the staff of **MILL CREEK EQUESTRIAN CENTER** on the premises to insure that I exercise the proper standard of care around the horses or other animals.

_____ I expressly acknowledge that I have been warned and advised by **MILL CREEK EQUESTRIAN CENTER** that I must purchase and wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED/ASTM STANDARD F 1163 equestrian helmet at all times while

(OVER)

DATE / /
LAST NAME

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM

(CONTINUED)

riding. I understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries; however, I affirm and acknowledge that the equestrian helmet may not prevent injuries in all circumstances.

_____ I expressly acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** and therefore agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence, whether active or passive, by the Released Parties and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted. **I agree** to release and forever discharge the **Released Parties** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the equestrian activities.

_____ **I HEREBY** agree to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or by anyone on my behalf, personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horseback riding related activities that I may engage in or any other related equestrian activities for whatever period said activities may continue, whether caused by negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim of any kind against the Released Parties as a result of any damage, injury, paralysis or death, or my property and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of my participation in the equestrian-related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand.

_____ I agree that any provision of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed to be severed and deleted and neither shall such provision, its severance or deletion, affect the validity or the remaining provisions of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement.

_____ I agree that this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

_____ I do hereby grant and convey to **MILL CREEK EQUESTRIAN CENTER**, all right, title and interest in any and all photographic images and video or audio recordings made during the minor's participation, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records.

_____ I understand the nature of the equestrian activities, my experience and capabilities and believe that I am qualified, in good health, and in proper physical condition to participate in such activity.

I HAVE READ THIS CONSENT AND AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT; I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. AS PARENT(S) AND/OR LEGAL GUARDIAN(S), I/WE ARE SIGNING THIS DOCUMENT ON BEHALF OF MYSELF AND MY HEIRS.

I HAVE AGREED TO THIS RELEASE AND WAIVER OF LIABILITY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND I UNDERSTAND THAT THIS DOCUMENT REPRESENTS A LEGAL CONTRACT.

Dated this _____ day of _____, 20_____, Topanga, California.

Participant's Name _____
(please print)

(signature)