



2260 Glenview Lane, Vista CA 92084

RELEASE OF LIABILITY

Please Indicate:

Boarder: _____

Lessons: _____

Guest Rider: _____

Of what owner:

This release of liability is made and entered into on this _____ day of _____, 201_, by and between Rancho Dos Palmas LLC, 2260 Glenview Lane, Vista, CA 92084, hereinafter designated Manager/Instructor and undersigned Rider, or if Rider is a minor, Rider's parent or guardian. In return for the use, today and on all future dates of the property, facilities and services of the Manager/Instructor, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. This RELEASE OF LIABILITY covers all persons on or about all horses on the property.
2. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself/herself.
3. Rider understands there are risks in and around equine activities.
4. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN, OR ARISING FROM RIDER'S USE OR PRESENCE UPON MANAGER'S/INSTRUCTORS PROPERTY AND FACILITIES including without limitation but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
5. Rider agrees to hold Manager/Instructor and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of, or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of, or presence upon, Manager's/Instructor's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager/Instructor.
6. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code #1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
7. Rider agrees to indemnify and defend Manager/Instructor against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees which in any way arise from Rider's use of or presence upon the Manager's property and facilities.
8. Rider agrees to abide by all of Manager's rules and regulations (a copy of which has been received _____ initial).
9. This contract is non-assignable and non-transferable. When the Manager/Instructor and Rider sign this contract it will then be binding on both parties, subject to the above terms and conditions.

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10. Approved equestrian safety helmets have been proven to substantially reduce horse related injuries. Rider understands that wearing a helmet when riding a horse is strongly recommended, and is required for riders under eighteen (18) years of age.

Manager/Instructor/s (or authorized agent's signature) Date

Rider's name (PLEASE PRINT) Age (if minor) Rider's Signature Date

Owner/Boarder's name (PLEASE PRINT) Owner/Boarder's Signature Date

Parent or guardian's name (PLEASE PRINT) Parent/guardian Signature Date

Home Phone Cell Phone Emergency Name & Contact

Your email address; PLEASE write LEGIBLY