

**PEACOCK HILL EQUESTRIAN CENTER
HORSE RIDER RELEASE OF LIABILITY AGREEMENT**

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

READ THIS FORM CAREFULLY BEFORE SIGNING.

Print

RIDER'S NAME: _____ Age: _____

EMERGENCY CONTACT NAME: _____ PHONE () _____

Peacock Hill Equestrian Center at Irvine Regional Park ("Stable") and the above identified Rider and the parents or legal guardians thereof if a minor, agree as follows:

A. VOLUNTARY PARTICIPATION. The Rider, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding activities on premises of Stable. This Agreement shall become effective upon signature and shall apply whenever the Rider is at the Stable and shall cover all of the Rider's activities regardless of ownership of the horses involved.

B. ACTIVITY RISK. Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

C. NATURE OF HORSES. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance from 3.5 to 5.5 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

D. RIDER'S RESPONSIBILITY. Riding or otherwise handling of horses, as well as ponies, mules, or donkeys, whether from the ground or mounted, requires constant attention and awareness of the surroundings. Equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, certain hazards such as surface and subsurface conditions, among other things, may give rise to sudden and dangerous conditions. Upon mounting a horse and taking up the reins, the Rider is in primary control of the horse. The Rider shall be responsible for his/her own safety.

E. CONDITIONS OF NATURE. Stable is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

F. INSPECTION OF PREMISES. RIDER has inspected Stable's facilities, including arenas and trails, and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the Stable's premises.

G. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE. Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

H. PROTECTIVE HEADGEAR WARNING. I have been fully warned and advised by Stable that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. All persons are highly encouraged to wear protective headgear.

I. ASSUMPTION OF RISK. Rider acknowledges there are inherent risks associated with equine activities in connection with riding, handling, or otherwise being near horses and hereby expressly assumes all risks associated with participating in such activities at the Stable.

J. LIABILITY RELEASE. In consideration of Stable allowing Rider's participation in equine activities at the Stable, Rider expressly waives any claims for any injury or loss arising therefrom. Rider and the parent or guardian thereof if a minor, do agree To HOLD HARMLESS, INDEMNIFY AND DEFEND THE STABLE AND COUNTY OF ORANGE and THEIR REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, PREMISES OWNERS, AGENTS AND EMPLOYEES ("Released Parties") AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER ACTUALLY INCURRED OR NOT, WHICH MAY IN ANY WAY ARISE FROM OR ARE IN ANY WAY CONNECTED WITH My PARTICPATION IN EQUINE ACTIVITIES, including but not limited to riding, handling, or otherwise being near horses at the Stable.

K. SECTION 1542 RELEASE. Rider agrees to waive the protection of any applicable statutes of this jurisdiction 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 said release. Rider expressly waives any benefits that he or she may have under Section 1542 of the California Civil Code relating to unknown claims that reads as follows: **A general release does not extend to claims that 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.**

L. AGREEMENT NOT TO SUE. Rider further agrees, except if Stable is grossly negligent or in case of willful and wanton misconduct, Rider shall not bring any claims, demands , legal actions, and/or causes of action against Stable, County of Orange and their owners, representatives, agents and employees for any economic and non-economic losses due to bodily injury , death, or property damage sustained by Rider in relation to the premises, operations of Stable, riding, handling, or otherwise being near horses at the Stable.

M. CHOICE OF LAW AND VENUE. This agreement shall be legally binding upon the RIDER, and the parents or legal guardians thereof if a minor, as well as heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of California. Any disputes by the RIDER shall be litigated in and venue shall be in Orange County, California.

All riders and parents or legal guardians must sign below after reading this entire document. This form must be completed by and for each participant.

SIGNER STATEMENT OF AWARENESS

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I ATTEST MY REPRESENTATIONS ARE TRUE AND ACCURATE.

OWNER (ADULT FINANCIALLY RESPONSIBLE)

<u>PRINT</u>	RELATIONSHIP TO RIDER
OWNER'S NAME: _____	_____
SIGNATURE: _____ DATE: __/__/__	HOME () _____
ADDRESS, CITY, STATE, ZIP: _____	WORK () _____
EMERGENCY CONTACT NAME & PHONE: _____	CELL () _____

RIDER

<u>PRINT</u>	RELATIONSHIP TO OWNER
RIDER'S NAME: _____	_____
SIGNATURE: _____ DATE: __/__/__	HOME () _____
ADDRESS, CITY, STATE, ZIP: _____	WORK () _____
EMERGENCY CONTACT NAME & PHONE: _____	CELL () _____

PARENT OR LEGAL GUARDIAN (IF RIDER IS A MINOR)

PRINT

RELATIONSHIP TO RIDER

PARENT/GUARDIAN NAME: _____

SIGNATURE: _____ DATE: __/__/__

HOME () _____

ADDRESS, CITY, STATE, ZIP: _____

WORK () _____

EMERGENCY CONTACT NAME & PHONE: _____

CELL () _____