

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Participant Name

Cell Phone

In consideration of being allowed to participate in horseback riding or any program, related events, or activities (hereafter called the Program), I, the undersigned, acknowledge, appreciate, and agree that.....

- 1) The risk of injury from the activities involved in this program is significant during all the phases of the activity including the **potential for permanent paralysis, disability, and death**. *Risks included but not limited to are: a) Equipment failure and/or malfunction b) Negligence by me or others in the same area c) Attack by or encounter with insects/reptiles/animals or any form of wildlife that exists in this area d) Fatigue, chill/ heat exposure or dizziness which may diminish my/our reaction time and increase the risk of accidents e) This outdoor activity will include exposure to the elements where excessive heat/cold could cause heat stress/hypothermia if unprepared f) Impact on water can cause water injection into my body orifices while impact on sand/dirt/plant life can cause breaks/stains/cuts and bruises on my body g) I will be exposed to trained animals and I am aware there is a risk of kicking, jumping, biting, shying away, running off or otherwise moving in an unanticipated manner that may cause my or others personal injury or death. **I knowingly and freely assume all such risks, known & unknown, even arising from the negligence of the releases of others and assume full responsibility for my participation in the Program.***
- 2) I willingly agree to comply with the terms and conditions for participation as stated herein and by those assisting (Officials) with the running of the Program. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from the participation and bring attention of the hazard to the nearest Official immediately.
- 3) I recognize that it may be necessary for an Official to refuse or terminate my participation if I am judged to be incapable or unwilling in meeting the rigors or requirements of the Program. I accept the Officials right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party or other participants to be endangered by my actions during the Program. **I warrant and represent that I am in good health and have no physical or mental issues that would affect my safe participation or the safety of others in the program and I have not been advised otherwise by a qualified medical person.**
- 4) By participating in or attending any activity in connection with this Program (whether on or off the premises) I consent to the use of any photographs/pictures/film/videotape or such recording devices taken of me or provided by me for publicity/promotion/ television/ websites or any other use deemed by the Officials or management. I expressly waive any right of privacy, compensation, copyright or other ownership rights connected to same.
- 5) I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death. **All participants/riders are required to wear a safety helmet during horseback ride to lessen the chance of personal injury, paralysis, or death.**

*I, for myself and on behalf of my heirs/assigns/personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Mar Vista Stables, its officers, directors, officials, agents, volunteers and or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and if applicable, owners and leasers of the premises used to conduct the Program from any and all claims/demands/losses and liability arising out of or related to any INJURY, DISABILITY OR DEATH** that I may suffer or any loss or damage to person or property **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE** to the fullest extent permitted by law.*

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.**

Participant Signature

Date

Address

**For parents/guardians or participant of minor age (under age 18 at the time of registration)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Officials and for myself, my heirs/assigns/and next of kin...I release and agree to indemnify and hold harmless the Officials from any and all liability incidents to my minor child's involvement or participation in these Programs as provided above... **Even if arising from the negligence of the Officials**, to the fullest extent permitted by law.

Parent/Guardian Signature

Date

Childs Name

Age of Child

Emergency Phone#