



Mar Vista Horsemanship Camp 2023 Summer Session

Mar Vista Horse Stables Location: 2152 Olympic Way - Daly City CA - 94105

Camp Coordinator: Brenda Ingram Phone: 650-288-9196 Email: marvistahorses@gmail.com

Week(s) Registered:

- Week 1 6/5-6/9
- Week 2 6/12-6/16
- Week 3 6/19-6/23
- Week 4 6/26-6/30
- Week 5 7/3-7/7
- Week 6 7/10-7/14
- Week 7 7/17-7/21
- Week 8 7/24-7/28
- Week 9 7/31-8/4
- Week 10 8/7-8/11

RIDER'S INFORMATION

Rider's Name: _____

Birth date of Rider: _____ Age: _____ Sex: M F

Parent or Guardian's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

HomePhone: _____ Work: _____ Cell _____

Email: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Phone Number: _____

RELEASE INFO: Check appropriate space and provide names, if applicable.

- NO ONE except the parent/guardian should be allowed to pick up the child from this program.

- The following persons are authorized to pick up the child from the program and/or be reached during an emergency. List names and relationships.

Name: _____ Relationship: _____

Phone Number: _____

Name: _____ Relationship: _____

Phone Number: _____

RELEASE OF LIABILITY. PLEASE READ CAREFULLY. THIS AFFECTS YOUR LEGAL RIGHTS:

The undersigned has been advised that horses can be unpredictable and that there is risk of serious injury or death involved in grooming, handling or riding them. The undersigned agrees to assume all such risks when using Mar Vista Horse Stables horses. Also, the Undersigned, along with family, estate, heirs or assigns agrees to release/hold harmless MAR VISTA HORSE STABLES, its agents & employees, from & against any claim, action, damage, expense, loss or liability paid, suffered, or incurred whether or not foreseen, as a result of using MAR VISTA HORSE STABLES horses & equipment and/or as a result of MAR VISTA HORSE STABLES's own negligence or carelessness. In consideration of the above, the Undersigned agrees to abide by all rules & regulations which may be posted in the barn or announced by a MAR VISTA HORSE STABLES agent or employee.

Please initial each paragraph:

_____. **NATURE OF AGREEMENT.** In consideration of the services Mar Vista Horse Stables, ("Mar Vista Horse Stables"), its owners, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (all hereinafter referred to as "Mar Vista Horse Stables"), I agree to release and discharge Mar Vista Horse Stables, on behalf of myself, my spouse, domestic partner, children, parents, heirs, assigns, personal representative and estate, from any liability that may arise there from as set forth below.

_____. **RISK CLASSIFICATION.** I understand horseback riding is an **INHERENTLY DANGEROUS ACTIVITY**, and there are numerous known and unknown risks in this activity, despite all customary safety precautions. Horseback riding is classified as a rugged adventure recreational sport. I understand its risks cannot be eliminated without jeopardizing the essential qualities of horseback riding. I acknowledge horseback riding, including instruction, could result in serious physical or emotional injury, or other damage to myself, third parties, and my own or others' property. Such injuries can be severe, requiring more hospital days and resulting in more lasting residual effects, than injuries resulting from less dangerous activities.

_____. **ACKNOWLEDGMENT OF RISKS.** I acknowledge the known and inherent risks of horseback riding include, but are not limited to, the following, many of which can scare a horse, cause it or its rider to fall or react in an unsafe manner: 1) weather conditions, including temperature, wind and wind driven objects, rain and snow, lightning, thunder, fog and excessive heat and sun, some of which may change quickly; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) trail and ring conditions, including icy, snowy, muddy, slippery and loose footing, water crossings, falling rocks, branches and timber, fences, natural and man-made changes in the landscape and motorized or non-motorized traffic; 4) contact with plants, insects, reptiles, dogs, and other wild or domestic animals reptiles which may walk, run or fly near, or may bite or sting, a horse or rider; 5) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) unavailability of telephone or other communication services to summon aid or for other purposes, 7) my own physical condition and or omissions; 8) my own and other riders' attempts to

exceed riding skills or riding in a careless, reckless or improper manner; 9) injury to a horse; 10) the failure of a horse to respond to a rider's commands; 11) unpredictability of a horse's behavior; including, but not limited to, stopping suddenly, rearing, swerving, spinning becoming "spooked," bucking, suddenly accelerating, kicking, falling down, dipping its neck or body or grazing; 12) my own failure or that of other riders to follow the safety guidelines and commands or instructions of those giving lessons or guiding trail rides; 13) improper use of equipment; 14) inadequate repair or maintenance of Mar Vista Horse Stables's facilities and equipment including but not limited to saddles, bridles and other riding equipment; 15) manufacturing or other defects, both apparent and latent, in equipment supplied or used by Mar Vista Horse Stables; 16) vehicular or pedestrian accident while riding a horse on public streets or roadways, 17) vehicular or pedestrian accident while being transported or walking to or from Mar Vista Horse Stables or any of its staging areas; 18) error or negligence on the part of independent contractors using the facilities of Mar Vista Horse Stables or on the part of employees, or volunteers of Mar Vista Horse Stables, including, insufficient, wrong or inappropriate instruction or assistance.

_____. **ASSUMPTION OF RISK.** I knowingly and voluntarily assume all of the risks inherent in engaging in horseback riding, including those that may not be specifically enumerated herein.

_____. **NATURE OF MAR VISTA HORSE STABLES'S HORSES.** Although Mar Vista Horse Stables chooses its horses for their calm dispositions and sound basic in house training, no horse is completely safe. Horses are larger, more powerful and faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3-1/2 to 5-1/2 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 include, but are not limited to: 1) stopping short; 2) changing direction or speed at will; 3) shifting its weight; 4) bucking, rearing or kicking; 5) biting; and 6) running from danger. Due to the unpredictability of a horse's behavior, Mar Vista Horse Stables makes no warranty of any kind, express or implied, as to the habits, disposition, suitability, nature or physical condition of any horse.

_____. **SADDLE, GIRTHS AND EQUIPMENT- NATURAL LOOSENING.** I understand saddle girths (saddle fasteners around the horse's belly) may loosen before or during a ride. If a rider notices such loosening, he or she must alert the nearest guide, instructor or Mar Vista Horse Stables employee as quickly as possible so action may be taken to avoid slippage of the saddle and a potential fall from the horse. I also understand that I or my child is responsible for checking and knowing when equipment is unsafe, including but not limited to bridles, bits, reins, girths, stirrup leathers, badly fitting saddles and other control or riding equipment. If you do not know how to inspect the equipment, you must notify an instructor or employee of Mar Vista Horse Stables before mounting. I also understand that tack could fail.

_____. **PROTECTIVE HEADGEAR.** Mar Vista Horse Stables provides riding helmets for the Trial/Introductory Lesson, and I understand that wearing such headgear while mounting, riding, dismounting and otherwise being around horses may, but is not guaranteed to, prevent or reduce the severity of some head injuries. I understand that Mar Vista Horse Stables protective headgear may not be a perfect fit for each rider's head, and may not be suitable for riding or might have defects and that once provided, I will be responsible for securing such headgear at all times. Mar Vista Horse Stables makes no representations or warranties concerning the condition or quality of the headgear it has offered me. I understand all students must buy their own riding helmet meeting current safety standards, and wear it when riding.

_____. **LEGAL ACTIONS CONCERNING AGREEMENT.** Should Mar Vista Horse Stables or anyone acting on its behalf be required to incur attorney's fees and costs in an action or proceeding brought by me that is barred by this Agreement, I agree to indemnify and hold them harmless for all such fees and

costs. I agree that substantive Maryland state law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity or enforce ability of this Agreement, and that any legal action resulting from my participation in this activity shall be brought only in Montgomery County, Maryland. In the event that any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement shall remain in full force and effect.

_____. **WAIVER OF LIABILITY OR CONDITIONS OF PARTICIPATION.** I, as the rider, or on behalf of my child if the rider is a minor, hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Mar Vista Horse Stables from any and all claims, demands, or causes of action which are in any way connected with my participation in any equestrian activity or use of Mar Vista Horse Stables horses, equipment, stables or facilities, including any such claims which allege negligent acts or omissions by Mar Vista Horse Stables. I will not initiate a lawsuit nor bring any claims, demands, or causes of action against Mar Vista Horse Stables for any economic or noneconomic losses due to bodily injury, property damage, sustained by me or my minor children in relation to the premises and operations of Mar Vista Horse Stables, to include while riding, handling, or otherwise being near horses owned by, or in the care of, Mar Vista Horse Stables, whether on or off the premises of Mar Vista Horse Stables. I further expressly agree and promise to accept and assume all of the risks existing in horseback riding. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of participating in horseback riding.

_____. **STATEMENT OF HEALTH INSURANCE.** Mar Vista Horse Stables requires all participants of its activities to have and maintain a health insurance policy, and by signing this release I am affirming that I do have and maintain a health insurance policy. I further understand that in the case of an injury while participating at Mar Vista Horse Stables, it will be my only resource for compensation for that injury.

_____. **SIGNER STATEMENT OF AWARENESS AND UNDERSTANDING.** By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Mar Vista Horse Stables on the basis of any claim which I have released herein. I have had sufficient opportunity to read this entire document and ask any questions that I may have. I acknowledge that I would have alerted Mar Vista Horse Stables if my comprehension of the English language is not sufficient to fully appreciate this Agreement's provisions. I have read and understand it, and I agree to be bound by its terms on this and every occasion hereafter upon which I may rent, borrow, stable, take lessons, or otherwise use a horse from Mar Vista Horse Stables. I affirm that all facts concerning the rider's physical and medical condition, age, and experience are true and correct.

Signature of Rider's Parent / Legal Guardian (if more than one, all must sign)

Date: _____
Print Name: _____

Signature of second Parent/ Legal Guardian:

Date: _____
Print Name: _____

WITNESS (if NOT signed in the presence of a Mar Vista Horse Stables Employee)

Date: _____
Print Name: _____

Staff Member of Mar Vista Horse Stables

I have gone over this entire document paragraph by paragraph with the client named above and have verbally asked if they understood and agreed to its terms without addition or deletion,

Signed _____

Date: _____, 20____.

Mar Vista Horse Stables Summer Campers BEHAVIOR Policy:

Appropriate behavior from children is expected at all times. If a staff member finds that a child’s behavior is uncontrollable and/or harmful to himself, others, or the equines, staff will place a call to the parent to have the child picked up. **ARRANGEMENTS MUST BE MADE AT THIS TIME** for immediate pickup. In this case, refunds and makeups will not be permitted.

Coronavirus/COVID-19

Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Mar Vista Horse Stables (“the Camp”) has put in place preventative measures to reduce the spread of COVID-19; however, the Camp cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Camp could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Camp or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Camp, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Camp, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Parent/ Legal Guardian Signature: _____ Date: _____

Printed Name _____

CONTACT INFORMATION:

Parent/Legal Guardian _____ Phone _____

Parent/Legal Guardian _____ Phone _____

Emergency Contact Person _____ Phone _____

Camper's Physician _____ Phone _____

HEALTH INFORMATION:

Provide a copy of information on any medical ,physical, psychological or behavioral conditions, medications, dietary restrictions, allergies or special needs of which we need to be aware to ensure that your child's camp experience is positive.

Parent/Legal Guardian Signature _____ Date _____

Over the Counter Medication Consent Form

The following medications are available in the camp office. Please place your initials in the box next to each medication your child is authorized to receive from the Mar Vista Horse Stables Camp Supervisor.

Acetaminophen 325 mg (generic for Tylenol) 1-2 tablets Initial _____

Ibuprofen 200 mg (generic for Advil/Motrin) 1-2 tablets Initial _____

Benadryl 25 mg (anti-histamine, allergies) 1 tablets Initial _____

Neosporin Ointment (antibiotic ointment) Initial _____

Hydrocortisone Cream 1% (anti-itch cream) Initial _____