

LONE OAK RIDING STABLES

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

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READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING CERTAIN RIGHTS TO RECOVER DAMAGES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ORDINARY NEGLIGENCE OF LONE OAK RIDING STABLES OR OTHER RELEASED PARTIES.

1. PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Address: _____

City: _____ State: _____ ZIP: _____

If participant is under 18:

Parent/Legal Guardian Name: _____

For purposes of this Agreement, the participant and, when applicable, the participant's parent or legal guardian are referred to as the "Undersigned."

2. RELEASED PARTIES

For purposes of this Agreement, "Released Parties" means Lone Oak Riding Stables and its owners, agents, employees, guides, volunteers, officers, directors, trustees, and representatives.

3. ACKNOWLEDGMENT OF EQUESTRIAN RISKS

The Undersigned acknowledges that horseback riding, handling horses, working around horses, and being in close proximity to horses involve inherent and other risks that may result in serious injury, death, or property damage.

Horses are living animals whose behavior may be unpredictable. A horse may, with or without warning, buck, rear, stumble, fall, bite, kick, run, spook, jump, step on a person, push, shove, or otherwise move unexpectedly.

Risks may also arise from mounting or dismounting; falls or loss of balance; interaction with other horses, riders, animals, persons, vehicles, or objects; uneven, slippery, dusty, muddy, hard, or changing ground or arena conditions; weather and environmental conditions; gates, fences, structures, equipment, tack, and other features of the premises; saddles, bridles, girths, reins, stirrups, helmets, or other tack and equipment that may loosen, shift, fail, or be improperly used; the conduct or actions of the participant, other participants, or third parties; and the inherent unpredictability of horses even when reasonable care and safety precautions are used.

4. VOLUNTARY ASSUMPTION OF RISK

The Undersigned voluntarily chooses to participate, or to permit the Undersigned's minor child to participate, in equestrian and horse-related activities.

The Undersigned knowingly and voluntarily assumes the inherent and other risks associated with riding, handling, working around, or being in close proximity to horses and with being present on the Lone Oak Riding Stables property in connection with those activities.

5. RIDING HELMETS

AN APPROVED EQUESTRIAN RIDING HELMET IS REQUIRED FOR EVERY RIDER WHILE MOUNTED, WITHOUT EXCEPTION.

Lone Oak Riding Stables provides approved riding helmets. A rider may use a personally owned helmet only if Lone Oak approves it for use.

A personal helmet must be SEI certified to ASTM F1163, fit and fasten properly, and be in acceptable condition.

Helmet use is strongly recommended while working with horses unmounted in the arena.

The participant agrees to comply with Lone Oak's helmet requirements and understands that helmet use cannot eliminate all risk of head injury.

6. RELEASE, DISCHARGE AND PROMISE NOT TO SUE

In consideration for being permitted to participate in equestrian or horse-related activities at or in connection with Lone Oak Riding Stables, the Undersigned, on behalf of the Undersigned and, when applicable, the Undersigned's minor child, personal

LONE OAK RIDING STABLES

representatives, heirs, next of kin, spouses, and assigns, hereby RELEASES, DISCHARGES, AND PROMISES NOT TO SUE the Released Parties for any claim for loss, damage, bodily injury, death, or property damage arising out of or relating to the Undersigned's or minor participant's participation in equestrian or horse-related activities or presence on the Lone Oak Riding Stables premises in connection with those activities, including claims arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by California law.

This release includes claims of ordinary negligence relating to the training or selection of horses; maintenance, care, fit, or adjustment of saddles, bridles, or other equipment; instruction in riding or horse-handling skills; leading or supervising riders; use of equipment provided by the Released Parties; and presence on or use of the Lone Oak Riding Stables premises.

This Agreement does not release liability for gross negligence, fraud, willful injury to the person or property of another, or violation of law to the extent such liability may not lawfully be released under California law.

7. INDEMNITY, DEFENSE AND HOLD HARMLESS

The Undersigned agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against any loss, liability, damage, claim, cost, or expense arising out of or connected with the Undersigned's or minor participant's participation in equestrian or horse-related activities, including handling or riding a horse, being in close proximity to a horse, or being on the premises of Lone Oak Riding Stables, when such loss, liability, damage, claim, cost, or expense is caused by or contributed to by the Undersigned's or minor participant's own negligence.

The Undersigned further agrees to hold the Released Parties harmless from claims arising from damage or injury caused by a horse personally owned or brought onto the property by or on behalf of the Undersigned or minor participant, and to defend the Released Parties from such claims.

In any action subject to this indemnity obligation, the Released Parties shall have the right to choose their own legal counsel, and the legal costs and expenses of that defense shall be the responsibility of the Undersigned.

8. COMPLIANCE WITH RULES AND INSTRUCTIONS

The Undersigned agrees that the participant will follow Lone Oak Riding Stables rules and all reasonable instructions given by the instructor or other authorized Lone Oak personnel.

Failure to follow rules or instructions may result in modification, suspension, or termination of participation.

9. CALIFORNIA CIVIL CODE SECTION 1542 AND UNKNOWN CLAIMS

The Undersigned acknowledges and understands California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Undersigned expressly waives the protections of California Civil Code Section 1542 with respect to claims that are otherwise within the scope of this Agreement and voluntarily releases such claims whether known or unknown at the time this Agreement is signed.

10. CALIFORNIA LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of California.

It is intended to be as broad and inclusive as permitted by California law.

If any provision or portion of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

11. ATTORNEY FEES AND COSTS

The Undersigned acknowledges that this Agreement is a contract. If the Undersigned files a lawsuit against any Released Party for injury or damage in breach of the release, waiver, or promise not to sue contained in this Agreement, the Undersigned agrees to pay the attorney fees and costs incurred by the Released Party in defending that action, to the extent permitted by applicable law.

12. ACKNOWLEDGMENT AND VOLUNTARY SIGNATURE

I HAVE READ THIS AGREEMENT CAREFULLY. I UNDERSTAND THAT IT AFFECTS IMPORTANT LEGAL RIGHTS.

I understand that this Agreement includes an assumption of risk, release of liability, promise not to sue, and indemnity provisions.

I understand that by signing this Agreement I am making a voluntary and deliberate choice to accept its terms as a condition of participation in equestrian and horse-related activities at Lone Oak Riding Stables.

I acknowledge that I have had the opportunity to read the Agreement, ask questions, and seek independent advice before signing.

Adult Participant:

Participant Printed Name: _____

Participant Signature: _____ Date: _____

Phone: _____ Email: _____

LONE OAK RIDING STABLES

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THIS AGREEMENT MUST BE SIGNED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN.

By signing below, I represent that I am the parent or legal guardian of the minor participant named in this Agreement. I have read and understand this Agreement and agree, on my own behalf and on behalf of the minor participant, to its terms, including its assumption of risk, release and waiver of liability, promise not to sue, and indemnity provisions.

Minor Participant Name: _____ Date of Birth: _____

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

Phone: _____ Email: _____

Emergency Contact Name: _____

Relationship: _____ Phone: _____