



RIDING INSTRUCTION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR INDIVIDUALS.

This form must be completed by and for each participant Oak Creek Ranch & Riding Academy, located at 11440 Spruce Grove Road, Lower Lake, CA. 95457

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
OAK CREEK RANCH AND/OR OAK CREEK RANCH RIDING ACADEMY DOES NOT
GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent's or legal guardian's thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at Oak Creek Ranch, and /or Oak Creek Ranch Riding Academy, and that this student will either ride his/her own horse, or school horses/ponies provided by Oak Creek Ranch & Riding Academy for instructional purpose, today and on all future dates:

Riders Name: _____ Birthdate: _____ Weight: _____ Height: _____

Level of riding experience: *(please circle)* Beginner Intermediate Advanced Showing
Number of years riding: _____

Does this rider have any physical and/or mental health conditions, problems, and/or disorders which may affect his/her safety and ability to ride a horse/pony? Yes / NO If "yes" describe here:

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the state and county of Oak Creek Ranch and/or Oak Creek Ranch Riding Academy physical location. Any disputes by the rider shall be litigated in, and venue shall be the county in which Oak Creek Ranch and/or Oak Creek Ranch Riding Academy is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term HORSE/PONY herein shall refer to all equine species. The term HORSEBACK RIDING herein shall refer to riding or otherwise handling of horses, ponies, whether from the ground or mounted. The Terms STUDENT and/or RIDER shall herein refer to a person who rides a horse/pony mounted or otherwise handles or comes near a horse/pony from the ground. The terms I, ME, MY shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION I understand that 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. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse/pony activities rank 64th among the activities of people relative to injuries that result on a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF THIS STABLES SCHOOL HORSES/PONIES— I understand that Oak Creek Ranch and/or Oak Creek Ranch Riding Academy chooses its school horses/ponies for their calm dispositions and sound basic training as is required for use for student riders. Yet, no riding horse or pony is a completely safe. Horses/ponies 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 horse/pony to ground it will generally be at a distance of from 3 to 6feet, and the impact may result in injury to the rider. Horseback riding is the only sport

where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own horse/pony) and each as a limited understanding of the other. If a horse/pony 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.

E. RIDER RESPONSIVILITY– I understand that upon mounting a horse/pony and taking up the reins the rider is in primary control of the horse/pony. The rider’s safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses/ponies only under the advice of their physician. Oak Creek Ranch and/or Oak Creek Ranch Riding Academy advises pregnant women not to ride horses/ponies.

F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES-I understand that this ranch is NOT reasonable for total or partial acts, occurrences, or elements of nature that can scare a horse/pony, cause it to fall, or react in some other usage way, SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may wild, run, or fly near, or bite or sting a horse/pony or person, and irregular footing on out-of–door ground or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. The rider and parent (s) or legal guardian (S) have inspected Oak Creek Ranch and/or Oak Creek Ranch Riding Academy facilities and are satisfied that all premise conditions are reasonably sage for rider’s intended purpose, usage and presence upon Oak Creek Ranch and/or Oak Creek Ranch Riding Academy remises.

G. SADDLE GIRTHS/NATURAL LOOSENING-I understand that saddle girths (saddle fasteners around horse’s/ponies’ belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

H. ACCIDENT/MEDICAL INSURANCE-I agree that should emergency 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 _____

My policy number is # _____

I. PROTECTIVE HEADGEAR WARNING– I agree that I have been fully warned and advised by Oak Creek Ranch and/or Oak Creek Ranch Riding Academy that I should wear a protective SEI certified headgear (equestrian riding helmet) and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horse, may prevent or reduce severity of some head injuries, and may even prevent death from happening as the result of a fall or other occurrence.

All riders and parents or legal guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, AND HAVE READ AND UNDERSTAND THE ATTACHED LIABILITY RELEASE, WARNINGS AND ASSUMPTION OF RISK AND I/WE VOLUNTARILY SIGN THESE AGREEMENTS. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL, CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

PRINT _____ SIGNATURE _____ DATE _____
RIDER RIDER

PRINT _____ SIGNATURE _____ DATE _____
PARENT OR GUARDIAN PARENT OR GUARDIAN