

**SIMPLICITY EQUESTRIAN FARMS (SEF)**  
**EFFECTIVE JULY 2022**  
**VOLUNTARY WAIVER, RELEASE OF NEGLIGENCE AND INDEMNITY AGREEMENT**  
**RIDING WAIVER MUST FILL OUT ALL 3 PAGES**

For and in consideration of permitting \_\_\_\_\_ to ride and use the arena and facility of SIMPLICITY EQUESTRIAN FARMS (SEF), their families and their heirs, hereinafter also referred to as RELEASES, and to participate in horseback riding and other activities in the unincorporated area of Upper Ojai, County of Ventura, State of California, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the undersigned hereby VOLUNTARILY releases, discharges, waives and relinquishes any and all causes of action, claims or rights to sue for personal injury, property damage or wrongful death occurring to his/herself arising as a result of engaging in receiving instruction in any or similar activity or activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby releases, waive, discharge and relinquish any action or causes of action for personal injury, property damage or wrongful death occurring to the undersigned, which may hereafter arise for him/herself and or his/her estate and agrees under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present or make any claim for personal injury, property damage or wrongful death against SEF, their heirs or any of its officers, agents, servants or employees for any of said causes of action, whether they arise from the negligence of any said persons or otherwise.

It is the intention of \_\_\_\_\_ by this instrument to exempt and relieve SEF, THEIR FAMILIES, THEIR HEIRS, AND ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND PROPERTY OWNERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THEIR OWN NEGLIGENCE OR THE NEGLIGENCE OF ANYONE ELSE IN CONNECTION WITH THE USE OF THE OAK VIEW PROPERTY AND MORE SPECIFICALLY, THE ARENA FACILITIES AND ANY ACTIVITIES INCIDENTAL THERETO. The undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage, or wrongful death, shall be prosecuted or made against SEF, their families their heirs, their employees, contractors and property owners from any and all claims or causes of action by whomever or whatever made or presented for personal injuries, property damage or wrongful death. This means that if you, your heirs, executors, administrators or assigns make a claim for personal injury, property damage or wrongful death, your heirs, executors, administrators or assigns are required to repay the entire of its officers, agents, servants or employees and their property owners including court costs and attorney fees. \_\_\_\_\_ (INITIAL).

The undersigned acknowledges that he/she has read the foregoing document and has been fully and completely advised of the potential dangers incidental to engaging in horseback riding, or other activities, which he/she VOLUNTARILY intends to engage. The undersigned acknowledges that he/she feels completely confident and qualified to engage in any horseback riding, or other activities at SEF. He/she further acknowledges that they have inspected the arenas, equipment, and facility and find it is to be in acceptable shape and condition. He/She further acknowledges that horseback riding and other activities are generally considered dangerous and agree to accept all risks inherent to such activities including the condition of the arena and grounds. \_\_\_\_\_ (INITIAL)

The undersigned acknowledges that he/she is fully aware of the legal consequences of signing this document. He/She fully acknowledges that by signing this agreement, he/she is giving up the right to sue SEF, their family, their heirs, or any of its officers, agents, servants or employees and their property owners, for their negligence or any other party, which may cause or contribute to any personal injury, property damage, or their death. They further understand that by signing this agreement, that he/she is waiving all rights of his/her family, including their spouse, children, parents, brothers sisters, or any other heirs, executors, administrators, or assigns to prosecute any claim against the releases because of his/her death or injury which may or may not have been caused by the negligence of the releases or any other person in connection with any riding, or other activities at SEF.

\_\_\_\_\_ (INITIAL).

The undersigned further acknowledges that he/she fully understands that he/she is waiving any claim for damages, against the releases because of injury or damage to his/her horse, dogs or other animals or property including cars, trucks, trailers, etc., because of negligence of SEF, their families, their heirs, or any of its officers, agents, servants, employees and their property owners or any other party or persons. \_\_\_\_\_  
(INITIAL)

If the undersigned is a parent or legal guardian of a minor, such parent guardian, or guardians fully understands that if a claim for personal injury, property damage, or wrongful death is brought by or on behalf of a minor child who is allowed to ride at SEF that you are agreeing to indemnify and or reimburse the releases for any judgment or settlement entered into in favor of said minor child or any settlement made with the minor child before or after he/she retains the age of majority or with his/her guardian. Any guest(s) or undersigned is/are also included within this agreement in its entirety.

ON BEHALF OF MYSELF, ANY MINOR CHILD OR GUEST of mine, I hereby voluntarily waive any claim against, and release, acquit and forever discharge SEF, its agents and representatives from any and all claims, demands actions and liabilities with respect to all damages, injuries, or injurious results, direct or indirect, arising or which may arise from riding instruction, horseback riding, horse show competition and participation, horse instructional clinics, and related activities including but not limited to all English, Dressage, Jumping, Gaited Horse, Gymkhana, and Western Riding, and any and all timed events in on, and in proximity to the premises, and including SEF horseshows and riding events, whether supervised or unsupervised. Realizing that horses sometimes behave in an unpredictable manner which can result in injuries or death to the rider or persons in the vicinity, I expressly assume the risks inherent in riding instruction, horseback riding, horse show competition and participation, and related activities, on behalf of myself and any minor child of mine engaging in any SEF horse show or other SEF riding activity, including but not limited to Jumping, Walking, Trotting, Cantering, Galloping, Rearing, Bucking, Pulling, Slipping, Falling, Kicking and Biting.

AS FURTHER CONSIDERATION, I hereby agree to protect and hold SEF harmless against any claim, demand, action or liability for any injury or damage referred to herein above. This release and hold harmless agreement shall remain in full force and effect until it is cancelled in writing.

All disputes concerning this waiver are governed under California Civil Code 1542 and will be resolved in California courts.

Guest of \_\_\_\_\_ (if applicable)

\_\_\_\_\_  
DATE SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE SIGNATURE OF WITNESS

**HORSE RELATED ACTIVITIES COME WITH THESE WARNINGS**  
**THIS IS TO BE READ, INITIALED AND SIGNED BY BOTH PARENTS AND MINORS**

**PROTECTIVE ATTIRE:**

1. I am hereby advised to purchase and wear a well-fitted approved helmet, hard-hat or similar protective headgear fastened securely under the chin while riding and working around horses to prevent injury.

\_\_\_\_\_  
(INITIAL)

2. I am hereby advised to always wear hard-soled fully enclosed shoes or boots with a heel and socks to prevent feet injuries and long pants to protect legs while working around and or riding horses. \_\_\_\_\_

(INITIAL)

3. **SAFETY HELMET REFUSAL STATEMENT:** I have been advised by SEF, THEIR STAFF, EMPLOYEES, OFFICERS AND AGENTS to wear a safety helmet while mounting, riding, and dismounting the horses, so as to prevent horse related head injuries. I have been advised of the unpredictable nature of a horse, and I accept

the risk involved of not wearing a safety helmet. By signing my signature below, I hereby refuse to wear a safety helmet.

**A SIGNATURE TO REFUSE TO WEAR A SAFETY HELMET IS REQUIRED**

**MINORS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR A SAFETY HELMET.**

4. I am aware and fully understand that all Horses, Ponies and Livestock are unpredictable and dangerous. I realize that placing myself, my children or guests in a Stables Environment is creating a hazardous situation.

\_\_\_\_\_ (INITIAL)

5. I understand that riding Horses, Ponies or Mules is a dangerous sport. I am aware that riders expect to be injured from time to time. I realize that death of people from Equestrian Accidents is not rare. \_\_\_\_\_

(INITIAL)

6. I realize that Professional Instruction cannot prevent serious injury or death from working around, handling and riding Horses, Ponies or Mules. \_\_\_\_\_ (INITIAL)

7. I understand that Jumping Horses and Timed Events are particularly dangerous activities and that serious injury or death of the riders or horses is possible. \_\_\_\_\_ (INITIAL)

8. I am aware that serious injury or death of my mount is possible when it is handled by a professional or owner, trained or in a lesson. \_\_\_\_\_ (INITIAL)

9. I RELEASE SEF, THEIR OWNERS, EMPLOYEES AND ASSOCIATES FROM ALL LIABILITY FOR DAMAGE TO MY PROPERTY, INJURIES OR DEATH OF MYSELF, CHILDREN, GUESTS OR ANIMALS. \_\_\_\_\_ (INITIAL)

**I HAVE READ CAREFULLY EACH POINT AND AGREE TO EACH STATEMENT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE OF MINOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT MINOR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER