MEDICAL / LIABILITY RELEASE - Child

Sandia Creek Ranch *Sandia Creek Ranch Auxiliary Foundation*

If medical care is required for _____ (name), the undersigned authorizes appropriate care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment and agrees to hold harmless, the above and Sandia Creek Ranch, its owners and staff, and agrees to pay personally, or thru insurance, the incurred expenses.

Today's Date: _____ (Month/Date/Year)

Parent or Guardian: _____

Address: _____

Home Phone: _____ Cell: _____ Work: _____

If Parent or Guardian is unavailable,

Contact: _____ Relation: _____ Phone: _____

My child is allergic to: _____

My child takes the following medications: _____

_____ **for:** _____

Child's birth date is: _____ Age: _____

Date of last tetanus immunization is: _____

My child is covered by the following medical insurance: _____

Policy Number/Medical Record Number: _____

Provide Xerox copy of card front and back.

Special Instructions: (fears, concerns, medical information, etc.): _____

_____

_____

_____

The undersigned hereby agrees, understands and acknowledges the following:
THE RANCH FACILITY IS LOCATED IN A WILDERNESS AREA AND NATURAL HAZARDS ABOUND AND THAT THERE ARE RISKS RELATED TO NATURE, TRAMPOLINE, "TRACTOR OR GOLFCART RIDES",AND A DOUGHBOY POOL, ETC. AND THAT HORSES ARE DANGEROUS AND OFTEN UNPREDICTABLE ANIMALS. ANY ACTIVITY UNDERTAKEN AROUND OR NEAR HORSES CAN LEAD TO BODILY INJURY OR DEATH EVEN IF PROPER CARE IS TAKEN.
It is understood that Sandia Creek Ranch cannot carry enough insurance, nor has the assets to provide medical care for your child should an accident occur. It is required that you provide current medical insurance coverage for your child and be responsible for their care and expenses should medical attention be required.
I, THE UNDERSIGNED, VOLUNTARILY, WILLINGLY, AND KNOWINGLY ASSUME THAT RISK AND LIABILITY.

I also agree to give SCR permission to use any photographs and/or videos of our involvement in the Activities.

IT IS AGREED THAT I WILL FOLLOW ALL SCR RULES AND STAFF DIRECTION:

Child _____ Date _____

I HAVE READ THIS ENTIRE RELEASE AND I AGREE TO IT:

Parent _____ Date _____

Name _____

Sandia Creek Ranch

40373 Sandia Creek Dr.
Fallbrook, CA 92028

PLEASE READ THIS CAREFULLY BEFORE SIGNING.
INSTRUCTOR & ORGANIZERS DO NOT GUARANTY YOUR SAFETY

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

The undersigned hereby agrees, understands and acknowledges the following:
I understand and take all responsibility to ride at my own facility as well as other facilities (for horseshows, schoolings, or clinics) or participate in group activities and agree to hold harmless Ron & Crystal Wylie, the Wylie family, Sandia Creek Ranch staff, organizers & any affiliates, the undersigned for himself or herself (or his or her child or ward if the rider's is under 18) agrees on behalf of his or her (or the child or ward's) heirs, personal representatives, spouse, next of kin, successors and assigns, all of who shall be legally bound by this Release and Waiver of Liability ("Agreement"), as follows:

I am fully aware and acknowledge that horses are often dangerous and unpredictable animals, and that horseback riding, and particularly jumping, is a dangerous activity and involves inherent risks of accident, loss, serious bodily injury including broken bones, head, neck, spinal and internal injuries, trauma, pain, suffering, or death due to being kicked, stepped on, thrown from or falling from a horse; colliding with other rider's horses, buildings, fences or objects; numerous other causes, including, without limitation, other persons' negligent actions, inactions and/or misconduct; and lack of readily available medical care and treatment. I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I wish to participate in these activities knowing that they are dangerous and agree to accept and assume all risks of personal injury, death and/or property damage that may occur.

I understand and acknowledge that I have been advised by Ron & Crystal Wylie, the Wylie family, and Sandia Creek Ranch that I must wear an American Society for Testing Materials (ASTM) and Safety Equipment Institute (SEI) certification approved/certified horse riding helmet while riding, mounting, dismounting and working or being around horses, and that the wearing of a helmet may reduce the severity of head injuries as a result of a fall from a horse or other occurrences. I also understand and acknowledge that it is in my best interest to wear an approved/certified protective vest designed to reduce trauma to the upper torso from impacts and falls. I take full responsibility for the condition of my own tack I choose to use and I accept all responsibility for any borrowed tack I choose to use. I acknowledge and understand that I have the opportunity to conduct a reasonable visible inspection of the Premises, including the riding course, its layout and obstacles.

To the fullest extent allowed by law, I voluntarily release, discharge, waive and relinquish Ron & Crystal Wylie, the Wylie family, and Sandia Creek Ranch, members, officers, agents, employees, sponsors, volunteers and insurers ("Releasees") from any and all rights, claims, demands, losses, causes of action and damages I now or in the future may have of any kind whether now existent or which become existent in the future, whether the same be now known/unknown, anticipated/unanticipated, resulting from personal injuries, death or property damage arising from or in any way related to my participation in the activities described in this Agreement. I expressly waive all rights.

IT IS MY INTENTION BY THIS AGREEMENT TO EXPRESSLY ASSUME THE RISK OF AND TO EXEMPT AND RELIEVE THE RELEASEES FROM ANY AND ALL LIABILTY FOR MY PERSONAL INJURY, PROPERTY DAMAGE OR DEATH FROM WHATEVER CAUSE OCCURING WHILE ENGAGING IN THE ACTIVITIES DESCRIBED IN THIS AGREEMENT OR RELATED THERETO.

To the fullest extent allowed by law, on behalf of myself and my heirs, personal representatives, spouse, next of kin, successors and assigns, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any suits, claims, demands, damages, judgments, losses, liability, causes of action at law or in equity, costs or expenses of any nature whatsoever, including attorney fees and expert consultant fees, by whomever and whenever made, arising from or in any way related to my participation in the activities described in this Agreement regardless of fault and whether caused by the active, passive, sole or contributory negligence of the Releasees. I agree that under no circumstances will I or my heirs, personal representatives, spouse, next of kin, successors or assigns, sue or present any claim for personal injury, property damage or wrongful death against Releasees whether based on negligent acts or omissions, dangerous conditions or any other legal or equitable theories. This Agreement may be pled by the Releasees as a complete bar and defense against any claim, demand, action or causes of action asserted by me or on my behalf. I will be responsible for and bear my own costs and attorney's fees. I understand that I am waiving my right to a jury trial.

I have carefully read this Agreement and understand the contents. No oral representations, statements or inducements have been made to me, other than those contained in this Agreement. I understand that this is a waiver and release of liability and a legal binding contract between Ron & Crystal Wylie / Sandia Creek Ranch and myself and supersedes any other agreement or representation by or between the parties and is intended to provide my comprehensive release of liability and agreement to indemnify and not to sue. I agree that all provisions of this Agreement will be binding regardless of whether I have initialed the provisions.

READ IT CAREFULLY BEFORE SIGNING.
THIS DOCUMENT IS A WAIVER AND RELEASE OF ALL CLAIMS.
I, THE UNDERSIGNED, VOLUNTARILY, WILLINGLY, AND KNOWINGLY ASSUME ALL RISKS AND LIABILITIES.

Print Rider's Full Name:_____

Signature of Rider:_____ Date_____

PARENT OR LEGAL GUARDIAN MUST ALSO SIGN IF RIDER IS UNDER AGE 18
By signing this Agreement as parent or legal guardian, I am agreeing to its terms on behalf of myself and my minor child or ward, and I am consenting to the minor child's participation in the activities described above and any other activities related thereto, and acknowledge that I understand that any and all risks and liabilities, whether known or unknown, are expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

Print parent/Legal Guardian's Full Name:_____ Date_____

Signature of Parent/Legal Guardian:_____ Date_____

Name _____

Sandia Creek Ranch

SCR Ranch Policies

Sandia Creek Ranch Auxiliary Foundation

Most of our Policies are standard at any reputable barn and reflect good sense and good horsemanship…a few rules are specific to our barn and its specific conditions…thanks for adhering to the Policies and maintaining the safety and good horsemanship we represent.

It is understood that horses by nature are large flight animals with a mind of their own and can be dangerous. Any experience on or around horses and in this wilderness environment is a risk you are willing to assume and you will furthermore attempt to limit that risk to others by using correct considerate behavior around the other visitors also.

SCR is a working ranch – all equipment is off limits (i.e. Tractors, Golf carts, trailers, ranch equipment, etc.)

- NO SMOKING on the property & surrounds (Please be sure to remind your guests).
- Helmets are required when mounted.
- Proper foot attire is required for riding in a saddle.
- No bare feet around horses.
- Signed Release **must** be on file (& kept current) for all riders and visitors (if you bring a guest, guest also must complete this 3pg. release AND you must be responsible for looking out for them), teach them where to go if there is a loose horse & how to be safe!
- When walking/riding the grounds please make yourself known when coming over a rise or down a hill by talking so that the horses can hear you and not wonder what is in the bushes and spook. Guests are not allowed to run free throughout the property…one should seek permission and leave word as to where they will be…Children never go alone!
- Do not drink water from spigots with purple shut off valves, they are for irrigation only. Good practice is to not drink out of the hose as you don't know if hose was used for something other than human consumption.
- Dogs are to remain in the car or on a hand held leash. (Leashed dogs shall not relieve themselves on buildings, equipment or hay).
- Any and all mobility devices or toys will need to be approved.
- **No jumping without SCR instruction** (see Ratings & Requirements for more details).
- Turn outs are in designated turn out rings.
- All breakages must be reported and replaced. Be responsible for all costs for repairs.
- Rings for riding lessons or training are reserved during lesson / training times.
- Gates are to be left in a latched closed position (for safety and to prevent wind damage) and are ***not*** *to be climbed on*.
- Wash racks are to be left clean with drain working & hose hung up in working order.
- Feeds that are spoiled must be dumped into trash can (where a horse cannot get into it) not washed down drains.
- All grain must be kept in a closed container in Feed room. Feed rooms must always be left latched closed when unattended.
- No riding double.
- Use of SCR equipment must be requested in advance, signed out & returned in same condition or better.
- Hay barns are for hay storage only. Haystacks are off limits. Never allow anyone to handle the hay hooks….Feeders must be sure to replace hooks in the hanging position if they are not in hand. Also any scissors, knives, blades, etc used to open bales must be put up out of child size reach.
- Horses must be tied to designated tie posts or crossties only! (DO NOT tie to Pipe corrals, Benches, Fence boards, Barn posts, etc.)
- It is the person's responsibility to walk horses in safe surroundings – do not walk horses close to cars or vehicles.
- Visiting Horses (attending a lesson or clinic) must be current on all vaccinations, de-wormings & in good health. Regardless, No sniffing noses please!
- Keep horses away from the Stallion Barn & Stallion areas! Even though they are friendly gentlemen, other horses could be exciting to them, so please keep your horses away from them.
- Yearlings & Youngsters will bite, they are teething so don't put yourself in a vulnerable position.
- Do not feed "treats" without permission, we have several "special needs" horses that it could be toxic to them (i.e. HYPP horse = allergic to alfalfa, or horse that has choked, etc.).
- Any person entering/exiting any pasture (or stall with more than one horse) shall always have a second person with them to assist. (Prior approval required).
- Approval must be obtained prior to any use of the Eurociser.
- No riding or handling horses without another knowledgeable adult on the property – that person must be made aware of your presence and willing to keep their ear out for you.
- Commit to the SCR 5 finger pasture rule –
    1. Observe the horse – let us know if you see anything of concern
    2. Check that Fresh water been available to horse
    3. Know where the horse is in their feeding cycle
    4. Make sure to take notice if fencing is broken or down (if hotwire – confirm that it is on & not "grounded")
    5. Make sure all gates are secured & locked (also so gate doesn't get broken if no one is in pasture)

I have read and understand the Policy Statement & agree to abide by all of the above policies:

Child`s Signature_____ Date_____

Parent`s Signature_____ Date_____

(Parent's signature required & must accompany child's signature if under 18 years of age)

All parents are responsible for the actions of their child (or children) & GUESTS!

Name _____