



ADULT

Trainer/Guest of Boarder:

PRINT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT MZ EQUESTRIAN, LLC

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

This release and waiver of liability, assumption of risk, and indemnity agreement ("Agreement") entered into on this day _____, by and between **MZ EQUESTRIAN, LLC, a subsidiary Glenview Vista LLC** (hereinafter referred to as "Releasees") and _____ **PRINT FIRST & LAST NAME**, (hereinafter referred to as "Participant") for their use of the premises located at **2260 Glenview Lane, Vista, CA 92084** ("Property").

In consideration for allowing me to use, today and on all future dates the Property, facilities, horses, and services of Releasees and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses, and assigns, I hereby agree as follows:

1. **INHERENT RISKS AND ASSUMPTION OF RISK.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly voluntarily assumes all risks associated with participating in such activities. ***I understand and acknowledge that Under California Law, An Equine Professional is Not Liable for an Injury to or the Death of a Participant in Equine Activities Resulting from the Inherent Risks Of Equine Activities. I agree to abide by all rules and regulations of MZ Equestrian, LLC.***

A. "Inherent Risks" include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. I am aware that horseback riding, the handling of horses and being in close proximity to horses in general is an inherently dangerous activity and that Inherent Risks also include, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property arising out of the unpredictable behavior of horses (including all injuries or illness sustained by my horse(s) while or after being ridden); other animals on site including but not limited to dogs (off leash), exposure to extreme conditions and circumstances; accidents involving other Participants, staff, grooms, caretakers, volunteers, trainers and spectators; contact or collision with other Participants and horses, tractors, trailers or other farm equipment and vehicles, natural or manmade objects including but not limited to any pools, guest house structures, sheds, fountains, ponds, puddles, ravines, burrows or holes in the earth; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; Participants of varying skill levels; situations beyond the immediate control such as flooding, thunder, lightning, puddles of water, pedestrians with umbrellas, leaf blowers, lawn-movers, construction materials, noises and workers, cyclists, music and other wildlife including birds, ground squirrels, deer, cats, coyotes, mountain lions, chickens, bees and other insects, other farm animals and any other animal wild or domestic. Participant further acknowledges that riding or being around horses in other areas outside riding arenas such as trails, driveways, parking areas, round pens, pathways, cross country courses, tracks, over jumps of any kind and outside of fenced arenas, is inherently dangerous and carries risks of injury that are an integral part of such activities.

B. ACKNOWLEDGEMENTS: Participant or Participant's guardian acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Participant or Participant's Guardian hereby voluntarily and knowingly assumes all risks and responsibility for any damages, liabilities, losses, or expenses, in connection therewith, and expressly waives any claims for any injury or loss arising there from. Participant agrees to abide by and follow Releasee's rules and regulations, which shall be posted and/or available from time to time. Participant also agrees to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control while on site.

C. ASSUMPTION OF RISK: Participant understands and expressly assumes such risks. Participant also assumes all risks for riding hazards of any kind, including breaks or holes on surfaces or in the ground as a result of burrowing animals, rain, erosion, or any other source to cause an uneven surface and I acknowledge such uneven surfaces or holes may not be visually apparent. Participant also assumes all risks for riding or walking hazards such as, debris, rocks, paths, uneven footing, streams and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural.

Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Participant assumes all risks therefore and warrants a full and fair disclosure of Participant's abilities has been made to Releasee.

Participant understands and is aware in the ordinary course of business, motor vehicles (with or without horse trailers), golf carts, tractors and bicycles continuously enter and exit the Property in close proximity to the areas, and in the same areas, in which horses are kept, groomed, and ridden. Furthermore, tractors, utility vehicles, trucks and other machinery are used on a daily basis in the operation, maintenance and repair of the Property. People are working, walking, running, riding, and handling horses, lunging and "turning out" horses. Dogs bark, children play, flags and other objects wave, and other activities, conditions and distractions occur at or near the Property, all on a daily basis, and in close proximity to horses. Such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner without warning. PARTICIPANT ACCEPTS AND ASSUMES ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME OR ANY OTHER PERSONS ANY TO MY HORSE OR PROPERTY AND TO OTHER PERSON'S HORSE OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE. Participant is aware and understands that the surface area of the Property are either uncovered or only partially enclosed, and that rain or run-off may enter their areas causing the surface to become slippery. The slippery nature of the Property surface may not be apparent upon visual inspection. Participant is also aware and understand that the arenas, roads, fields, and other grounds and fields at the Property may at any time be wet, icy, slippery, rutted, eroded, or rocky, or contain rodent holes.

I am aware and understand that the any equine related activity ("Activity") is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. I am also aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Releasee employees or others, including negligent emergency response or rescue operations of Releasee. I understand that while Releasee has implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, Releasee cannot guarantee that I will not be injured or become infected with the Disease due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF RELEASEE OR OTHERWISE.

2. INDEMNIFICATION. Participant (or Participant's parent or guardian) agrees to hold harmless, indemnify and defend Releasee, including any of its owners, agents, assigns, employees, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with the language hereof, and for any actions brought by my guests or invitees.

3. IN THE EVENT Participant is using Participant's own horse, or a horse(s) not owned by Releasee, Participant warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Releasee reserves the right to refuse access or use of any horse upon the premises that does not appear to Releasee to be in good health, or is deemed dangerous or undesirable.

4. MEDICAL AUTHORITY. I, PRINT NAME (participant) hereby grant permission and authority to MZ Equestrian, LLC, its officers and authorized employees to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release MZ Equestrian, LLC its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above.

5. WAIVER. I understand and agree that this release extends to all claims and demands referred to in this Agreement, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that I expressly waive all rights under section 1542 of the Civil Code of California. Section 1542 of the Civil Code provides as follows: "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."

6. WILDFIRE RELEASE: I understand that California has an elevated risk of wildfires that are fast moving, unpredictable & dangerous. They can change course forcing MZ Equestrian, LLC to undertake emergency evacuations of horses and equipment if possible. Despite best efforts, MZ Equestrian, LLC cannot guarantee that MZ Equestrian, LLC can prevent or limit wildfire losses. I understand in an emergency situation caused by wildfires in the area where MZ Equestrian, LLC is located, MZ Equestrian, LLC (as well as employees, agents, contractors, representative &/or assistants) will undertake reasonable evacuation efforts in good faith to minimize injury to or loss of horses and equipment on the premise or in the MZ Equestrian, LLC care, custody & control. Depending on all of the circumstances during a wildfire including lack of availability of staff, trailer's, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans and governmental directives restricting access or activity, MZ Equestrian, LLC's response and mitigation efforts could result in some horses safely evacuating while other horses may not. I acknowledge and agree that MZ Equestrian, LLC will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the property. I understand that even with the best advanced planning and the best efforts in response to a wildfire there is never a guarantee that MZ Equestrian, LLC can save every horse in its program or save all of the equipment kept on premises and/or in MZ Equestrian, LLC care, custody & control. I further acknowledge and agree that MZ Equestrian, LLC will prioritize evacuating horses over equipment and personal property.

7. ANY ACTION. brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Participant agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

8. PARTICIPANT AGREES. The undersigned expressly agrees that this Agreement is governed by the State of California and is intended to be as broad and inclusive as is permitted by California Law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

9. WAIVER. Participant agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

10. PARTICIPANT PRE-CONDITIONS. By signing this Agreement, I affirm that I am not now pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

11. HELMETS. I acknowledge that all horse handlers and Participants should wear appropriate protective headgear while riding and being near horses. I agree to always take safety first into consideration while riding a horse, including always wearing a safety helmet. I acknowledge that I will not be allowed to ride a horse without the use of a helmet with a safety harness approved by the USDF or USEF for horseback riding activities and said helmet shall meet all ASTM F1163-00 standards and shall meet or exceed SEI certified standards. I understand that the wearing of such helmet may reduce the severity of any injury incurred on or around horses, and if I refuse to wear such helmet, I assume all such risk of injury resulting therefrom. **I acknowledge and agree that all minors must wear a helmet while riding a horse.** I further understand that riding boots and protective clothing, such as vests, should be worn while riding.

I have read the foregoing Agreement. I fully understand its terms and understand that I am giving up substantial rights by agreeing to these terms. I have made a free and deliberate choice to sign this Agreement as a condition to MZ Equestrian, LLC allowing me and/or my minor child to ride or handle a horse or to participate in any activities on premises. I hereby agree that all of the terms and conditions contained herein shall apply to me.

Participant – Print First and Last Name

DATE: _____

Sign Name

Address, City, State, Zip Code

Phone Number

Emergency Contact Name and Telephone Number