

PEPPERCORN RANCH RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT – Revised 4/23/12

This document waives important legal rights. Read it carefully and initial each paragraph before signing.

1. \_\_\_\_\_ I AGREE for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in equestrian activities to the following:
2. \_\_\_\_\_ I AGREE that I choose to participate voluntarily in an equestrian activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer.
3. \_\_\_\_\_ I am fully aware and acknowledge that horse sports and activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I am fully aware that anyone who spends time around equines expects to be injured from time to time.
4. \_\_\_\_\_ I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following: The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
5. \_\_\_\_\_ I AGREE to release Peppercorn Ranch, Greg Coulson, Lauren Royce, Jennifer Fawcett Sage, Felicia Fawcett Sage Residual Trust, Riverview Pony Club, The United States Pony Club Inc., its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations ( all hereafter known as ASSIGNS) from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the ASSIGNS or activity operated by the ASSIGNS.
6. \_\_\_\_\_ I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the ASSIGNS or the ASSIGNS activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in an ASSIGNS activity.
7. \_\_\_\_\_ I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the ASSIGNS and ASSIGNS activity, to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the ASSIGNS activity.
8. \_\_\_\_\_ I AGREE that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the ASSIGNS or their successors, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the ASSIGNS activity.
9. \_\_\_\_\_ I AGREE this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.
10. \_\_\_\_\_ I AGREE that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties. In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.
11. \_\_\_\_\_ I AGREE that the ASSIGNS have my permission to initiate emergency first aid treatment for myself, children, or animals in case of accident or illness. The ASSIGNS have my permission to authorize emergency medical or veterinary treatment by medical or veterinary personnel and I agree to be financially responsible for such treatment.
12. \_\_\_\_\_ By signing below, I AGREE to be bound by all applicable ASSIGNS rules and all terms and provisions of the ASSIGNS activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the ASSIGNS that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

REQUIRED — all signatures must be originals, not photocopies.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Print Children's Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phones: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

# PEPPERCORN RANCH

## Rules for Clients and Guests

### REQUIRED

1. Signature on Peppercorn Ranch Release.
2. Children must be under adult supervision at all times.
3. Clothing appropriate for rugged ranch environment.
4. Fully enclosed shoes or boots.
5. Boots with heels when riding with stirrups.
6. ASTM approved helmets, with chin harness fastened, must be worn for (by):
  - a) All mounted lessons.
  - b) Anyone under 18 years old when mounted.
  - c) Jumping.
  - d) Galloping (> 350 m/m).
  - e) Riding a mount leased from Peppercorn Ranch or Riverview Pony Club.
6. Approval by Peppercorn Ranch to jump outside of lessons.
7. Approval by Peppercorn Ranch to bring personal dogs on to the Ranch. Personal dogs must be on a leash at all times.

- Exceptions may be made for some of these rules for special circumstances or activities organized by the Ranch.
- Clients are to share facilities with each other, lessons, and training. Clients are most often welcome to ride around lessons; please ask the instructor.
- Ranch activities such as horse shows, clinics, and pony club rallies will have precedence for use of facilities; specific rings and work spaces may be closed to use by boarders during such activities.
- I have read and agree to follow the Rules for Clients and Guests:

### PROHIBITED

1. Approaching, petting, or giving treats to animals without the owner's permission.
2. Bare feet, flip-flops, sandals.
3. Riding in tennis shoes with stirrups.
4. Use of tobacco or illegal drugs.
5. Use of radios, boom boxes, CD players or other noise generating apparatus.
6. ATV's, motorcycles, skateboards, bicycles, etc.
7. Lessons, training, or coaching provided by non-Peppercorn Ranch staff.
8. Use of Peppercorn Ranch between 9:00 PM and 7:00 AM.
9. Longing in dressage arenas.
10. Extended use of rings for unattended turn outs.
11. Gates left open into aisle or roadway.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_