

RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK & INDEMNITY AGREEMENT

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms. By signing this agreement, you (and your child) are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage for any reason including, but not limited to, the negligence of Pioneer Equestrian and/or Kristina Phipps, Tom Maxon and any employees thereof. Kristina Phipps, Tom Maxon and all employees hereinafter referred to as Pioneer Equestrian.

I, _____ (and my minor child) _____
(Please Print Names)

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself my child or our personal representatives, heirs, next-of-kin, spouses and assigns. The undersigned hereby:

1. Acknowledge that a horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, all of which may cause the rider to fall or be jolted resulting in serious injury or death to the undersigned or any person within close proximity of a horse.
2. Acknowledgment of Risk: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in equine activities at Pioneer Equestrian involves risks and dangers including, 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 (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects, 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 of Pioneer Equestrian and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks")
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being near a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Pioneer Equestrian.
4. Release, discharge and promise not to sue Pioneer Equestrian for any loss, damage, injury (including death) or cost to me or my child, arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Pioneer Equestrian.
5. Release Pioneer Equestrian from any claim that Pioneer Equestrian was negligent in connection with me or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Pioneer Equestrian or being on the premises of the stable, which resulted in loss, damage, injury or death.
6. Indemnify, and Save and Hold Harmless Pioneer Equestrian from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or use of saddles, bridles, equipment and gear provided therewith from or contributed to me or my child's own negligence.

Pioneer Equestrian

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7. Agree to abide by and follow any instructions given or rules established by Pioneer Equestrian with regard to me or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
8. Agrees that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily releases Pioneer Equestrian from all liability for claims arising out of the matters set forth herein. The Undersigned understands the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters for the herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort of any other claims or cause of action.
9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Pioneer Equestrian for injury or damage in breach of this contract, the Undersigned will pay any and all attorney's fees and costs incurred by Pioneer Equestrian in defending such an action.
11. It is recommended that all riders and I wear a protective helmet, it is my understanding that a protective helmet is available and has been offered for my own or my child's safety. I as an adult above the age of 18 decline to wear a helmet (sign here) _____ All individuals under the age of 18 are required to wear a helmet and surrender the right of waiver for wearing a helmet.

I have read this document. I understand it is a promise not to sue and to release and indemnify Pioneer Equestrian for all claims. I have made a free and deliberate choice to sign Release and Waiver as a condition of Pioneer Equestrian allowing me or my child to ride or handle a horse. I have concluded that the risks involved, and the Release and Waiver of Liability are worth the pleasure of the horseback riding experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

Date: _____ Signature: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____