



Equine Event Services

HORSE RIDING/MEDIA AGREEMENT AND LIABILITY RELEASE FORM

Equine Event Services
11055 Moreno Ave.
Lakeside, California 92040

This form must be completed for each participant. Each participant must be on a separate form.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. EES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER" , and the parents or legal guardians there of if a minor, do hereby voluntarily request and agree to participate in horse riding at the event center and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER own arrangement today.

Todays date:

Rider Name:

Name of Parent and/or Guardian:

Rider Date of Birth:

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws assigned. Any disputes by the RIDER shall be litigated in and venue shall be San Diego County.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

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C. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

Initial

D. NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on, and become a unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger

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E. RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety

Initial

F. CONDITIONS OF NATURE - EES is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape

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G. INSPECTION OF PREMISES – RIDER is satisfied that all conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the EES facility.

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H. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

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I. PROTECTIVE HEADGEAR WARNING - I have been fully warned by EES that the rider should wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 17 and under are required to wear protective headgear.

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J. LIABILITY RELEASE- In consideration of EES allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release EES its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to EES ordinary negligence; and I do further agree , I shall not bring any claims, demand, legal actions and causes of action, against EES and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of EES, to include while riding, handling, or otherwise being near horses owned by or in the care, and control of EES.

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K. VIDEO/PHOTO RELEASE - I give EES permission to make photographs, videotapes, films or other likenesses of me, my child or legal ward. I hereby grant to EES the unrestricted right to copyright any of the above-mentioned materials containing images of me, as well as the unrestricted right to use and reuse them, with their caption information, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. These rights include, but are not limited to, the right to publish, copy, distribute, alter, license and publicly display these materials and images for editorial, trade, marketing and/or advertising purposes. I also grant to EES and its licensees the unrestricted right to use and disclose my name in connection with use of the above materials. I understand and agree that I will not be paid for any use described above. I also waive and release and discharge EES, its Board Members, officers, employees, and / or agents from any and all claims arising out of or in connection with any use of the materials, captions, information and images described above, including any and all claims for libel, defamation and / or invasion of privacy or publicity. I realize I cannot withdraw my consent after I sign this lease and I realize this form is binding on me and my heirs, legal representatives, and assigns.

Initial

All Riders and Parents or Legal
Guardians must sign page 4 after
reading this entire document:



SIGNER STATEMENT OF AWARENESS:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Parent must sign for rider 17 & under.)

DATE

SIGNATURE OF PARENT, or GUARDIAN

MINORS NAME

EMAIL ADDRESS

CELL PHONE NUMBER

EMERGENCY CONTACT NOT WITH YOU,

PRINT NAME/RELATION TO RIDER

CELL PHONE NUMBER