

HORSEBACK RIDING WAIVER OF CLAIMS, RELEASE OF LIABILITY & EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (FOR INDIVIDUALS)

Palos Verdes Horse Rentals, HGS Management LLC & The City of Palos Verdes Estates

4057 Via Opata, Palos Verdes Estates, CA 90274

Express Assumption of Risk Associated with Trail Rides, Lessons and Related Activities.

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in.

Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horseback Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Palos Verdes Horse Rentals, HGS Management & The City of Palos Verdes Estates, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, fall, make unpredictable movements, spook, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal/equine may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal/equine.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to Horseback Riding Waiver of Claims, Release of Liability, Express Assumption of Risk and Indemnity Agreement maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, bushes, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals, including but not limited to the equine you are riding.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

DECLARATION OF FITNESS TO RIDE (Please initial next to each paragraph)

_____ I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities.

_____ I declare that I am free from epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that require the regular use of drugs or any other medical condition that may affect my or my child's ability to safely participate in this activity.

_____ I hereby declare that I have no physical or mental condition that should preclude me from participation in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

_____ I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the immediate vicinity.

Female Riders – It is our policy to refuse horseback riding to any women known to be or claiming to be pregnant. Horseback riding during pregnancy presents significant risk to the rider and/or the unborn.

To your knowledge are you pregnant at this time? (circle one) YES NO

PROTECTIVE HEADGEAR AGREEMENT: I, _____, have been fully warned and advised by Palos Verdes Horse Rentals, HGS Management & The City of Palos Verdes Estates that I and/or my child should wear a properly fitted helmet in order to reduce some or all potentially damaging head injuries as the result of a fall or any other occurrence associated with this hazardous activity.

I/We realize that I/we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

ALL participants are required to wear a safety helmet during all activities, including but not limited to riding, handling, and/or being near horses. I/We acknowledge that I/we will be responsible for properly securing the headgear/helmet on the participant's head at all times. I/we am not relying on Palos Verdes Horse Rentals, HGS Management & The City of Palos Verdes Estates and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

I/We, the undersigned, represent that I/We have read and do understand the foregoing agreement, liability release and assumption of risk agreement. I/We understand that by signing this document I/We are giving up the right to sue today and in the future. I/We attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock or under the influence of alcohol, drugs, or intoxicants.

I UNDERSTAND THAT HORSEBACK RIDING IS A RUGGED AND DANGEROUS SPORT; I/WE AM/ARE RIDING AT MY/OUR OWN RISK.

PARTICIPANT NAME (Please print): _____

Age: _____ Sex (circle one): M / F Weight: _____

Riding Experience (circle one): Beginner (less than 10 Hours) Over 10 Hours

Does the participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? (circle one)

Yes No If "yes," how can we help this participant with his/her special needs? _____

MEDICAL INSURANCE: I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses.

My medical insurance company is: _____

Policy #: _____

SIGNATURE OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____

ADDRESS IN FULL: _____

HOME PHONE: _____ CELL PHONE: _____

EMERGENCY CONTACT: _____

RELATIONSHIP: _____ PHONE: _____