

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Canyonside Equestrian Center, Inc.
12115 Black Mountain Rd., San Diego, CA 92129

OWNER / LESSEE / GUEST _____ (Print Name)
(Circle above the description of the person filling out this form)

GUEST OF _____ (Print Name)
(Name of Horse Owner)

Name of Horse _____ (Print Name)

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES FOR ANY REASONS, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF CANYONSIDE EQUESTRIAN CENTER, ITS OWNER, EMPLOYEES AND AGENTS.

YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

DEFINITIONS:

- a) "Activities" means to ride and or handle horse(s), be near horse(s), and or be on the Property.
- b) "Agreement" means this Assumption of Risk, Release of Liability, Waiver of Claims, Warning, Indemnity and Consent to Medical Treatment/Transport Agreement.
- c) "Equipment" means helmets, riding boots, saddles, and bridles.
- d) "Minors" means all minor participants named below.
- e) "Property" means the City of San Diego-owned real property located at 12115 Black Mountain Road, San Diego, California 92129 and the Los Peñasquitos Canyon Preserve.
- f) "Releasors" means all participants signing this Agreement and all Minors and other participants on behalf of whom a signatory sign this Agreement.
- g) "Released Parties" means Canyonside Equestrian Center, Inc., its respective owners, operators, parents, subsidiaries, affiliates, offices, directors, shareholders, members, representatives, employees, trainers, volunteers, agents, insurers, and the City of San Diego.
- h) "CEC" means Canyonside Equestrian Center, Inc. and its respective owners, operators, parents, subsidiaries, affiliates, offices, directors, shareholders, members, representatives, employees, trainers, volunteers, agents, and insurers.

I, _____ (and if applicable, on behalf of my minor child) _____
(hereinafter collectively referred to as "I") reside at _____

In consideration for allowing me (and/or my minor child or legal ward, if applicable) to be near horse(s), to ride a horse(s), and/or handle horse(s) (collectively, "Activities") on that certain City of San Diego-owned real property located at 12115 Black Mountain Road, San Diego, California 92129 and the Los Peñasquitos Canyon Preserve ("Property"), I, on behalf of myself, my child, our personal representatives, heirs, next of kin, spouses and assigns, hereby acknowledge and agree that:

1. Assumption of Risk. I AM AWARE OF THE INHERENT RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE INVOLVED IN HANDLING A HORSE(S), RIDING A HORSE(S) AND/OR BEING NEAR A HORSE(S), INCLUDING WITHOUT LIMITATION RISKS DUE TO THE UNPREDICTABLE NATURE AND IRRATIONAL BEHAVIOR OF A HORSE(S), REGARDLESS OF TRAINING AND PAST PERFORMANCE. I ACKNOWLEDGE THAT A HORSE OR MULE MAY, WITHOUT WARNING OR APPARENT CAUSE, BUCK, STUMBLE, FALL REAR, BITE, KICK, RUN, MAKE UNPREDICTABLE MOVEMENTS, SPOOK, JUMP OBSTACLES, STEP ON A PERSON'S FOOT, PUSH OR SHOVE A PERSON, AND/OR THAT SADDLES OR BRIDLES MAY LOOSEN OR BREAK, ALL OF WHICH MAY CAUSE ONE TO FALL OR BE BOLTED RESULTING IN SERIOUS INJURY OR DEATH. I VOLUNTARILY ASSUME THE RISK OF INJURY OR DEATH INHERENT IN THE USE OF THE HORSE, EQUIPMENT AND GEAR PROVIDED TO ME BY CEC. I AM AWARE OF THE RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE THAT MAY

RESULT FROM, AMONG OTHER CAUSES, THE ACTIVE OR PASSIVE NEGLIGENCE OF CEC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CITY OF SAN DIEGO (COLLECTIVELY, "RELEASED PARTIES"), INCLUDING WITHOUT LIMITATION THE RISK OF NEGLIGENT INSTRUCTION OR SUPERVISION. I, WITH KNOWLEDGE OF THE ABOVE RISKS, CHOOSE TO VOLUNTARILY ENGAGE IN HORSEBACK RIDING, ASSUME THE RISK OF BEING NEAR A HORSE(S) AND/OR HANDLING A HORSE(S), WITH KNOWLEDGE OF THE RISKS OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER RISKS, AND ASSUME ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM SAID ACTIVITIES.

2. I understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse and that I should always wear proper safety equipment while riding horses, including, but not limited to, a helmet and riding boots, and that it is my sole responsibility to obtain safety equipment and safety instruction for the Activities. I, for myself and/or on behalf of my child or legal ward, have been warned and advised and I understand that not wearing a Safety Equipment Institute (SEI) Certified/American Society for Testing and Materials (ASTM) equestrian helmet or proper riding equipment increases the risk of serious injury and death. If a rider does not wear an SEI Certified/ ASTM equestrian helmet or proper riding equipment, the rider will be at risk.
3. I acknowledge and agree that I am solely responsible for maintaining control of the horse(s) I ride and/or handle.
Initials: _____
4. I am aware and understand that horses may act in an unpredictable and dangerous manner without warning.
Initials: _____
5. I agree to abide by and follow any instructions given or rules established by Releasees regarding my or my child's riding or handling of the horse or being in close proximity to a horse or on the Property or the failure to wear a protective helmet when riding a horse, or any saddles, bridles, equipment, and gear provided.
Initials: _____
6. **IT IS RECOMMENDED THAT ALL RIDERS WEAR AN ASTM/SEI CERTIFIED PROTECTIVE EQUINE HELMET. ALL RIDERS UNDER 18 YEARS OF AGE MUST WEAR AN ASTM/SEI CERTIFIED PROTECTIVE EQUINE HELMET, REGARDLESS OF WHETHER OR NOT ONE IS AVAILABLE OR HAS BEEN PROVIDED.**
Initials: _____
7. *Acceptance of Property Conditions.* I ACCEPT ALL PHYSICAL CONDITIONS OF THE PROPERTY, AND RELEASE CEC, ITS MANAGERS, TRAINERS, EMPLOYEES, AND AGENTS, AND THE CITY OF SAN DIEGO, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM ALL LIABILITY WHATSOEVER FOR ALL KNOWN OR UNKNOWN CONDITIONS OF THE PROPERTY. I SHALL ENTER THE PROPERTY FOR THE ACTIVITIES, IN THE PROPERTY'S "AS IS," "WHERE IS" AND "SUBJECT TO ALL FAULTS" CONDITION. I ACKNOWLEDGE AND AGREE THAT I AM RELYING SOLELY UPON MY OWN KNOWLEDGE OR INVESTIGATION OF THE PROPERTY, AS I DEEM APPROPRIATE. I AM NOT RELYING ON ANY STATEMENT OR REPRESENTATION BY THE RELEASED PARTIES RELATING TO THE CONDITION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 5, RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR WHETHER THE PROPERTY PRESENTLY COMPLIES WITH ANY LAW. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 5, I WAIVE AND RELEASE THE RELEASED PARTIES AND RELEASED PARTY'S SUCCESSORS AND ASSIGNS FROM ALL COSTS OR EXPENSES WHATSOEVER (INCLUDING LEGAL COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY LAW APPLICABLE TO THE PROPERTY.
8. *Release Of Liability.* I HEREBY RELEASE THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, DISMEMBERMENT OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO THIS AGREEMENT OR TO THE HANDLING OF A

HORSE(S), RIDING OF A HORSE(S), AND/OR BEING NEAR A HORSE(S) WHETHER THE INJURY, DEATH, OR PROPERTY DAMAGE OCCURS ON OR OFF THE PREMISES/PROPERTY. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. I HEREBY AGREE TO BEAR SOLE RESPONSIBILITY FOR ANY SUCH LOSS.

9. *Indemnification.* I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS, AND PROMISE NOT TO SUE RELEASED PARTIES for any and all injuries, including, but not limited to, paralysis, dismemberment, death, and any and all other loss, including damage to property, arising out of the Activities or my presence on the Property.
10. *General Release.* This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Releasors expressly waive all rights under section 1542 of the Civil Code of the State of California, which 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."
11. I represent and warrant that I have the legal capacity to enter into this Agreement. This agreement is binding on my heirs, personal representatives, executors, next of kin, spouses, and assigns.
12. This Agreement is governed by the laws of the State of California, 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, all other provisions of this Agreement shall remain in full force and effect.
13. *Knowing And Voluntary Execution.* I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF THE RISK OF THE RELEASED PARTIES' NEGLIGENCE AND A RELEASE OF THEIR LIABILITY. I ACKNOWLEDGE THAT CEC IS MATERIALLY RELYING ON THIS WAIVER AND IS ALLOWING MYSELF AND/OR MY MINORS TO ENGAGE IN HORSEBACK RIDING AND/OR THE HANDLING OR BEING NEAR A HORSE(S).

Print Name: _____

Print Minor's Name if Applicable _____

Signature: _____ **Date:** _____