

# Release and Hold Harmless Agreement

I, \_\_\_\_\_, assume the unavoidable risks inherent in all horse related activities, including, but not limited to bodily injury and physical harm to horse, rider, spectator and property. I acknowledge that horse related activities are dangerous and that horses themselves have unpredictable temperaments which can sometimes cause injury. I acknowledge that even the most experienced horse stable operator or horse owner cannot predict how each individual horse will react in a variety of situations and cannot guarantee my safety. I acknowledge that an inherent risk of riding is falling off the horse.

Therefore, by signing below, I knowingly assume the unavoidable risks inherent in all horse related activities, whether known or unknown, including but not limited to bodily injury to horse, rider, spectator, and property and agree to the following on behalf of myself, my spouse, my children or others in my care, if any:

1. I hereby release and discharge (owner/agent name): \_\_\_\_\_, their agents, employees or representatives (known collectively as "Releases") from all actions, claims or damages resulting from my participation in any equine related activities, including, but not limited to riding, training, taking lesions, attending clinics and seminars or caring for horses.
2. I also expressly waive any rights that I may have under California Civil Code 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which is known by her/him must have materially affected her settlement with her debtor."
3. I agree that I will defend, indemnify and hold harmless releases against all claims, demands and causes of actions, including court costs and actual attorney's fees, arising from any proceeding or lawsuit brought against participation in any equine related activities on the aforementioned premises.
4. This agreement is binding on my executors, heirs and assigns. It contains the entire agreement among the parties. It shall be construed, enforced with and governed by the laws of the State of California.

I have read this release and waiver of liability and indemnity agreement carefully and completely and fully understand it's contents. I am aware that this is a release of liability and a contract between myself and "Releases", and I sign it of my own free will. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made, and that I rely on none. This release is effective until revoked in writing by me.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Date of Birth (if under 19): \_\_\_\_\_ Parent or Guardian (if applicable): \_\_\_\_\_

## Client Information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_