

Sequoia Hills Stables, LLC
Rider's Release, Waiver of Liability and Indemnity Agreement

5/4/2024

Contact Information

Rider's Name: _____

Parents or Guardians (If rider is under 21): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____

WHEREAS, I understand and acknowledge that activities involving horses, ponies and mules ("Equine Activities"), including but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity as well as to the person or property of others; and

WHEREAS, I understand and recognize and warrant that this Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity, whosoever, involving horses, including death, personal injury and/or damage to property.

WHEREAS, I recognize and agree that the equine professional(s) at Sequoia Hills Stables, LLC has/have made reasonable and prudent efforts to determine my ability to engage in the "Equine Activity" and has/have sufficient knowledge of my equine and horseback riding skills as for me to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my Equine Activities.

NOW THEREFORE, in consideration of being granted access and/or use of the facilities of Sequoia Hills Stables, LLC, a California Limited Liability Company ("SHS") and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

1. Assumption of the Risk.

I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including but not limited to, those matters set forth in the above recitals) and damage to or destruction of my property or the property of others, caused by my engaging in any Equine Activity either on the premises of SHS or elsewhere while working with an SHS equine professional, unless such bodily injury or property damage is attributable in full or in part to the gross negligence of SHS. My responsibility includes, but is not limited to, payment of (i) medical costs for myself and others that I may have injured, (ii) costs to replace my own property or the property of others that I may have lost, destroyed, or damaged, and (iii) damages for other non-medical and non-property items such as pain and suffering and lost wages, etc.

Participant's Initials _____

2. Release, Waiver of Liability, and Discharge of Claims.

- a) I hereby release, waive, and discharge any and all claims that I may now or in the future have for damages against SHS, including its owners, occupants, tenants, subtenants, licensees, employees, officers, directors, or agents and the respective affiliated entities or persons of any one or more of them, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damage to my property or that of others, attributable to my engaging in Equine Activities, or my presence on SHS's premises.
- b) Any person under the age of 18 is required to wear an ASTM approved helmet while mounted. Sequoia Hills Stables strongly recommends that all persons wear an ASTM approved helmet while mounted. SHS requires all riders wear an ASTM approved helmet during lessons or while jumping fences.
- c) I acknowledge that SHS requires me to wear ASTM approved headgear while jumping and recommends I wear a safety helmet while riding. I understand and acknowledge that the risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive, and discharge SHS, including its owners, occupants, tenants, subtenants, licensees, employees, officers, directors, or agents and the respective affiliated entities or persons of any one or more of them, against any and all claims that I may now or in the future have for damages resulting from my failure to wear headgear while riding either on SHS's premises or at an offsite facility.
- d) No one may jump without supervision; a staff member must grant permission to use the jumps.
- e) Conditions at Sequoia Hills Stables Property (Property): I am aware and understand that in the ordinary course of business, motor vehicles (with or without trailers) and bicycles continuously enter and exit SHS's property in close proximity to the areas, and in the same areas, in which horses are boarded, groomed and ridden. I further understand that tractors, ATVs, lawn mowers, weed eaters and other machinery are used on a daily basis in the operation, maintenance, and repair of the Property, that persons work, ride, lunge, turn-out and hand-walk horses; dogs, cats and non-domesticated animals run loose; flags and other objects wave; and other distracting activities occur at the Property on a daily basis, in close proximity to horses. I also understand that the Property is adjacent to State Highway 245 which has traffic traveling at (or above) the posted speed limit of 55 mph consisting of (but not limited to) cars and trucks (with and without trailers), emergency vehicles with sirens, buses, farm equipment, motorcycles, bicycles, and ATVs. Such distracting activities and traffic may cause horses to react in an unpredictable and dangerous manner, without warning. I accept and assume any and all risk of injury, disability, death, damage, and loss suffered by myself or any other person, or by my horse or property or by any other person's horses or property, caused by, resulting from, or arising out of my reaction or the reaction of my horse or any other horse to such distracting activities and traffic, except to the extent that such damages are caused solely by the gross negligence or willful misconduct of the released party or parties.
- f) I am aware and understand that riding rings at the Property are uncovered, and that irrigation watering, rain or runoff may enter the rings, causing the riding surface to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, fields, and other grounds and fields at the Property, may at any time be wet, icy, slippery, rutted, eroded, rocky, or may contain holes. I hereby accept and assume any and all risk of injury, disability, death, damage or loss suffered by myself or to any other person, or to my horse or property and other person's horses and

property, whether or not such horses or property are under my control, caused by, resulting from or arising out of the condition of the riding surface of the riding rings, grounds or fields at the property, or the riding, training or exercising of horses in such rings, grounds or fields, except to the extent that such damages are caused solely by the gross negligence or willful misconduct of the released party or parties.

- g) **Riding Lessons:** If I participate in riding lessons taught by a Released Party at the Property or at horse show competitions, I agree that I and not the Released Party or any other third party, am responsible for maintaining control of the horse I ride and none of the Released Parties shall have any liability in the event of the loss of or damage to me or my horse in the course of riding lessons, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.
- h) **Off-Site Field Trips:** I agree to allow the minor stated in this Agreement to attend the SHS sponsored off-site field trip. I acknowledge and allow Sequoia Hills Stables, LLC and its third party trainers to provide for transportation to and from the trip.
- i) This release is intended to release, waive and discharge, in advance SHS, together with its owners, occupants, tenants, subtenants, employees, officers, directors and their respective affiliates or persons of any one or more of them, from and against any liability arising out of or connected in any way with my or my guests or invitees engaging in any Equine Activities on the SHS premises or in any activity in which a SHS representative is required to attend on my behalf, and/or my or my guests or invitees presence on the SHS premises, even though such liability may be attributable, in full or in part, to the negligence, recklessness or misconduct of one or more of such persons or entities.
- j) **Medical Authority.** I, _____ (**participant, or if minor, parents/guardians**) hereby grant permission and authority to SHS, its officers and authorized employees to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release SHS its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above.
- k) In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the SHS facilities, I promise not to sue or demand any money or anything else of value from SHS, including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them.

Participant's Initials _____

3. Indemnification.

I agree to completely indemnify and hold harmless SHS, including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

4. Binding Nature of Agreement.

I agree that this Agreement shall be binding on the personal representatives, heirs and assigns.

5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the internal substantive laws of the State of California, without regard to the choice of law rules thereof. I hereby submit to the in personam jurisdiction of the State of California. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Tulare County, California.

6. Severability.

In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

7. Acknowledgement.

The undersigned is of the legal age (over 21) and is not currently under the influence of drugs, alcohol, or diminished capacity which would interfere with the undersigned’s understanding of this Agreement.

Executed this _____ day of _____, _____.

Participant Signature

Print Participant Name

MINORS:

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and in consideration of SHS allowing the below named minor onto it premises and/or allowing such minor to participate in Equine Activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

If under 21, signature of both parents (if applicable) or guardian is required.

Print Participant’s Name

Parent/Guardian’s Signature

Print Parent/Guardian Name

Parent/Guardian Signature

Print Parent/Guardian Name