

# Sunset Horse Ranch

14287 Clarkview Lane, San Diego  
Mailing address: P.O. Box 676128, Rancho Santa Fe, CA 92067

## Horseback Riding Agreement and Release of Liability Form

**PLEASE READ THIS DOCUMENT AND FILL OUT FULLY ON LAST PAGE. THANK YOU!**

**AGREEMENT PURPOSE:** I, the following listed individual hereinafter known as the RIDER, and parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horseback riding and/or horse-related activities on SUNSET HORSE RANCH'S (this RANCH'S) premises, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement, today and all future dates.

**AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the 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 of the state and county of this RANCH'S physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which THIS RANCH is physically located. If any word, clause, or phrase is in conflict with state law, then that single part alone is null and void. 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, donkeys, whether from the ground or mounted. The term RIDER shall herein refer to a person who rides horses mounted or otherwise handles or comes near a horse from the ground. The terms I, ME, and MY shall herein refer to all the above registered RIDER and parents or legal guardians thereof if a minor.

**ACTIVITY RISK CLASSIFICATION:** I UNDERSTAND THAT horseback riding is classified as rugged adventure recreational sport activity, and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. According to the NEISS (National Electronic Injury Surveillance Systems of the United States Consumer Products), horse activities rank approximately 64<sup>th</sup> 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 effects than injuries in other activities.

**NATURE OF RIDING HORSES, INHERENT RISKS, AND ASSUMPTION OF RISK:** I UNDERSTAND THAT 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 the ground, it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one 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. I acknowledge that there are inherent risks associated with horse activities such as described below, and hereby expressly assume all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of horses to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, shifting its weight, stopping short, rearing, falling or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of the horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. RIDER acknowledges that horses, by their very nature are unpredictable and subject to animal whim. RIDER assumes all risks in connection therewith, and expressly waives any claims for any injury, death, or loss arising there from.

**RIDER RESPONSIBILITY:** I UNDERSTAND THAT 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, and that of an unborn child, if the RIDER is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS RANCH advises pregnant women NOT to ride horses. RIDER is also responsible for abiding by THIS RANCH'S rules and regulations, which shall be posted and/or available from time to time.

**CONDITIONS OF NATURE:** THIS RANCH 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; Lightning; Rain; Wind; Wild or domestic animals (such as, but not limited to, dogs, cats, or goats); Insects; Reptiles; and Irregular footing on 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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**INSPECTION OF PREMISES:** RIDER has inspected THIS RANCH'S facilities and grounds and is satisfied that all the premise's conditions are reasonably safe for RIDER'S intended purpose, usage, and presence upon THIS RANCH'S premises.

**PROTECTIVE HEADGEAR WARNING:** I AGREE THAT I for myself and on behalf of my child or legal ward have been fully warned and advised by THIS RANCH that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall or other occurrences.

**ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE:** I AGREE THAT should medical treatment be required, I and/or my own accident/medical insurance company SHALL PAY FOR ALL such incurred expenses. Should my actions, or that of my horse, cause injury or damage of any kind, I and/or my own personal liability SHALL PAY FOR ALL such damages.

**LIABILITY RELEASE:** I AGREE THAT in consideration of THIS RANCH allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS RANCH, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails (eg property owner), affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as ASSOCIATES), of and from any and all claims, demands, causes of action, costs and expenses (for example attorney's fees), and legal liability, even if known or unknown, anticipated or unanticipated due to THIS RANCH'S and/or ITS ASSOCIATES' negligence, as allowed by the laws of this state. I shall not bring any claims, demands, legal action, and causes of action against THIS RANCH and ITS ASSOCIATES as stated above in this clause for any economic or non-economic losses due to bodily injury, death, or property damage sustained by ME and/or my minor child or legal ward in relation to the use of the premises and operations of THIS RANCH, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS RANCH, whether on or off the premises of THIS RANCH.

ALL RIDERS AND PARENTS/LEGAL GUARDIANS FOR MINOR RIDERS MUST SIGN BELOW

### SIGNER STATEMENT

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

RIDER NAME (*print clearly*): \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF RIDER

PARENT/GUARDIAN NAME IF RIDER UNDER AGE 18 (*print clearly*):

DATE \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN, REQUIRED IF RIDER IS UNDER AGE 18

RIDER PHONE: \_\_\_\_\_

CURRENT SUNSET HORSE RANCH BOARDER? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO, NAME OF TRAINER WORKING WITH OR BOARDED HORSE RIDING:

\_\_\_\_\_

