



ALL ABOUT HORSES OC, LLC - RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, _____ on behalf of myself (and my minor child)
_____ [Print First and Last Name] [Print Child's Name]

I Reside at _____ in _____,
_____. [Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **Acknowledge that a horse may, without warning or any apparent cause**, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. **Voluntarily assume the risk and danger of injury** or death inherent in the use of the horse, equipment and gear provided to me by All About Horses OC, LLC, hereinafter referred to as the Stable.

4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

5. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

7. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

8. **State that I am not now pregnant** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

9. IT IS MANDATORY THAT MY CHILD WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. _____

IF RIDER IS 18 YEARS OR OLDER AND DECLINES TO WEAR A HELMET HE OR SHE MUST INITIAL HERE _____.

10. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

11. The Client, its successors and beneficiaries agree to hold ALL ABOUT HORSES OC, LLC harmless, indemnity and defend, from any and all claims, suits, losses, expenses, damages (to include any punitive, compensatory or exemplary actions, liability and other costs not mentioned herein), which ALL ABOUT HORSES OC, LLC, its owners, successors and employees may sustain or be held accountable for as a result any acts, omissions or errors by the Client, its successors, agents or beneficiaries.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association <or other association> before resorting to litigation. Costs of any mediation proceeding shall be paid by the undersigned. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

I have read and understand this entire Release of Liability Document. I also understand it is a promise not to sue and to release the stable, it's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releaseses allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

SIGNATURE

DATE

PRINT NAME