



MODEL
RIDER /PARTICIPANT RELEASE

I, _____, the undersigned (“The Rider”), being above age eighteen, or the legal guardian of the undersigned who is under age eighteen, in consideration for being allowed onto the property of _____ (hereinafter referred to as “Ranch”) and the right to engage in any equine activity or event thereon, do hereby acknowledge the assumption of risk of participating in any equine activity at the Ranch, and further agree to waive rights, and release and discharge the Ranch, its owners, officers, agents and employees on behalf of the Rider, myself, my heirs, assigns, personal representative and estate as follows. The Effective Date of this Agreement is _____, 2006

1. ACKNOWLEDGEMENT OF RISK

Although the Ranch has made every effort to provide a safe environment for the safe and enjoyable conduct of equine activities, any activity performed with or around a horse is not without certain known and unknown risks. The same elements that contribute to the unique character of horseback riding can also cause of loss or damage to equipment or property, accidental injury to participants, illness, or in extreme cases, permanent injury or death. Injuries and property damage due to equine related activities are not uncommon. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright, which may cause the Rider to be thrown from his/her horse or injured by the horse. Horses may do such things as bite, kick, buck, rear, lie down, trample, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. A horse may collide or spook from obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause the Rider to lose control of his/her horse and fall.

Accordingly, by the Rider’s signature below, he/she acknowledges the known and unknown risks, identified or unidentified above, anticipated or unanticipated that may, by participating in any equine activity at the Ranch, result in bodily injury, death, illness, or damage to the Rider or his/her property or to the body and property of others.



2. ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY

Being aware that any equine activity in which the Rider participates or conducts upon the property of the Ranch entails known and unknown risks of injury, the Rider expressly agrees to accept all risks, including risks, known and unknown, arising from participation in any equine activity, whether or not the Rider is in the saddle or on the ground, a handler or merely a spectator. Participation in any activity upon the Property of the Ranch is purely voluntary and the Rider elects to participate in spite of the risks.

3. WAIVER AND RELEASE OF RIGHTS

The Rider voluntarily releases and forever discharges the Ranch from any and all liability, claims, damages, demands, attorney fees, actions or rights of action, which are related to, arise out of, or are in any way connected with the Rider's participation in any equine activity, including specifically but not limited to the negligent acts or omissions of Ranch, for any and all bodily injury, death, illness, or damage to Rider or Rider's property, or injury to the person or property of a another. Rider holds harmless and indemnifies the Ranch from any and all liability, claims, damages, defense costs, attorneys fees, and any other costs or expenses incurred in connection with any claims for bodily injury or property damage which Rider may acquire or which Rider may negligently or intentionally cause to others in the course of participation of any equine activity upon the property of the Ranch.

4. ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE

Rider understands and acknowledges that by signing this Release, he/she has waived and relinquished certain legal rights and/or possible claims which Rider might otherwise be entitled to assert or maintain against the Ranch including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions. Rider further acknowledges that he/she has assumed all risks of participation in any equine activity and legal liability for claims or other legal demands, including defense costs, which may be asserted by third parties against Rider as a result of his/her participation in any equine activity upon the property of the Ranch.

Rider understands and acknowledges that by signing this document, he/she waives and releases the protection(s) afforded by any statute or law concerning property owner liability, and in specific, California Civil Code 1542, whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Rider's signature below indicates that he/she has read this entire Release, understands it completely, and acknowledges that he/she is waiving and releasing potential legal rights and claims against the Ranch, its owners, officers, operators, employees and agents. This Agreement shall be governed in all respects by the laws of the State of California, and if any litigation arises in connection with this Release, the prevailing party in such dispute shall be entitled to recover attorney fees and costs.



While on the property of the Ranch, Rider agrees to act in accord with all Ranch rules.

RIDER INFORMATION AND SIGNATURE

Name: _____

Signature if Over 18: _____

Signature of Parent or Guardian If Under 18: _____

Print Name of Parent or Guardian: _____

Address: _____

Phone: _____ Date: _____, 2006

Name of Horse: _____

EMERGENCY CONTACT: _____