



## EQUINE ACTIVITIES WAIVER, RELEASE AND INDEMNITY AGREEMENT

*This form must be completed by and for each participant.*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. EL SUENO EQUESTRIAN CENTER, LLC DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:**

1. I hereby enter at my own risk, and have read and understand, and freely and voluntarily enter into this Equine Activities Waiver, Release and Indemnity Agreement with EL SUENO EQUESTRIAN CENTER, LLC (hereinafter “El Sueno”), understanding that this “Release” is a waiver and indemnity of El Sueno and other parties identified in paragraph 2, below, for any and all claims which may hereafter develop or accrue to me on account of, or by reason of, any injury, loss or damage which may be suffered by me or to my property, because of the activities contemplated hereby. I hereby assume and accept the full risk and danger of any injury, loss or damage which may occur through or by reason of any matter, thing or condition, negligence or default, of any person or persons whatsoever by reason of those matters which are more particularly described hereafter: (a) entry upon the real property owned or managed by El Sueno commonly known as 5250 Kingsgrove Drive, Somis, California, 93066 (the “Property”); (b) participation in any equine activity at the Property (including the riding of horses, the training of horses, the exercise of horses or any related horse activity of any nature); (c) interaction with any other live animals at the Property; (d) transition from the Property to public trails for horse riding or horse activities; and, (e) interaction with any person or persons and their property, specifically horses, which may occur at the Property.

2. I understand the potential dangers that I could incur in the mounting, riding, walking, boarding, and/or feeding of horses; including, but not limited to, any interactions with other horses. Understanding these risks I hereby release and hold harmless El Sueno and its managers, employees and anyone else directly or indirectly connected with El Sueno, including Gina Atton-Thomas, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, engage in riding lessons and related equestrian activities, and any other use of, or attendance at, the Property by the undersigned or by any guests of the undersigned, or acts of horses or any other animal owned by the undersigned. I agree that except in the event of gross negligence or willful and wanton misconduct of El Sueno, I shall not bring any claims, demand, legal actions and causes of action against El Sueno and/or their associates, for any economic and non-economic losses due to bodily injury, death, or property damage suffered by me and/or my minor child for any matter identified in Paragraph 1, hereinabove, or any other matter or circumstance which is reasonably foreseeable in connection with those matters specifically identified in Paragraph 1, hereinabove.

3. I understand that horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious INHERENT RISKS always present in such activity despite all safety precautions. Injuries from horse-related activities can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries from other activities. 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 from a distance of 3 to 6 feet, and the impact may result in an injury to the rider. Horseback

riding is the only sport where a much smaller human tries to impose its will on, and become a unit of movement with, another much larger, stronger animal with a mind of its own (horse) and each has a limited understanding of the other. A horse may, if frightened or provoked, or occasionally without provocation, divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

4. I understand that El Sueno 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 and domestic animals, insects and reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

5. I understand and recognize and warrant that this 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 per paragraph 6, below, to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property. I further represent that I have had the opportunity to freely read and have read this Release. I further represent that I have had the opportunity to consult with legal counsel regarding this Release and its effect on my legal rights. I further confirm that El Sueno has made no representation to me as an inducement for me to sign this Release. \_\_\_\_\_ **(By initialing here I acknowledge I have read this Release and agree to the terms and conditions stated in the Release.)**

6. I represent and express my agreement to indemnify and hold harmless El Sueno and its managers, employees and anyone else directly or indirectly connected with El Sueno, including Gina Atton-Thomas from any injury or loss which I cause to any third person or their property which occurs by reason of any act or failure to act which I cause at the Property. Such persons include any trainer, children or other persons including any employees, independent contractors or members of the public who are at the Property when the event causing injury or loss occurs. My agreement to indemnify and hold harmless El Sueno and its named related parties shall be a complete indemnification and hold harmless in all respects and I agree to affirmatively provide a defense at my cost and expense (including attorneys' fees, related costs and court costs) for El Sueno and its named related parties related to the Property by reason of any injury or loss which I cause to any third person as stated hereinabove. This express indemnification and hold harmless agreement that I give to El Sueno shall arise and become immediately enforceable upon the commencement of any threat of litigation or any actual court action against El Sueno notwithstanding that no finding of liability against myself or El Sueno shall have been established at such time. I further recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree that said equine professional(s) has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities. I further voluntarily agree and warrant to release and hold harmless this (those) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting, riding, dismounting, walking, grooming, feeding, use of horse barn, paddock, trails or horse ring, in any capacity, falling of horse whether horse is bucking, flipping, or spooked, or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to. **I have inspected the Property and its equine facilities and am satisfied that all premises conditions are reasonably safe for my intended purpose, usage, and presence upon the Property. I further confirm that I have a direct relationship with \_\_\_\_\_ [name of trainer] who I have independently contracted with to provide training services for me. I also expressly confirm and acknowledge that \_\_\_\_\_ [name of trainer] is an independent contractor and not affiliated with El Sueno in any business relationship.**

7. I further voluntarily agree and warrant to release and hold harmless El Sueno from any harm of any kind that may occur to me if I bring vehicles on the Property and am harmed or killed by my use of such vehicle. I warrant to release and hold harmless El Sueno from any harm or death occurring due to someone else's operation of a vehicle on the Property.

8. I have been fully warned and advised by El Sueno that I should purchase and wear protective headgear (riding helmet) and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some head injuries and even prevent death from happening due to a fall or other occurrence. Minors are required to wear protective headgear.

9. I further represent that I have read and understand the Barn Rules and Regulations which have been provided to me and are attached to this Release. I promise to follow the Barn Rules and Regulations as an inducement for El Sueno to permit my horse activities contemplated by this Release.

10. This Release is made in the State of California and shall be enforced under California law. In the event of a dispute hereunder the matter shall be referred to binding arbitration before JAMS or like arbitration service. The prevailing party shall be entitled to their reasonable attorneys' fees and costs.

11. If one or more provisions of this Release are held to be unenforceable under applicable law, each such unenforceable provision shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

12. I recognize that El Sueno's stables are located at a private facility and I agree to maintain the privacy of El Sueno's stables. As such, I agree not to bring any guests or grant anyone access to El Sueno's premises without El Sueno's prior written consent. Further, I agree that I will not take any photographs or videos of El Sueno's facilities or post anything concerning El Sueno's premises or likeness on social media (including, but not limited to Facebook, Instagram, Vine, or Twitter) without El Sueno's prior written consent.

I/WE, THE UNDERSIGNED, HAVE READ AND SO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR PARTICIPANTS UNDER THE AGE OF 18**

**Minors must have the following liability signed by their parents or legal guardians:**

We the undersigned parents/guardian of \_\_\_\_\_, for and in consideration of our child's participation in horse related activities, state that we have read the waiver and release written above and we expressly agree that the terms and conditions of said waiver and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child may sustain or case as a result of said participation in horse related activities.

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date