

# **AGREEMENT AND RELEASE FROM LIABILITY for** **SHOESTRING CITY RANCH and GOT HORSE TRAILS**

“Horse Related Warnings”

## **HORSE-RELATED ACTIVITIES COME WITH THIS WARNING**

### **A. PROTECTIVE WEAR**

1. All riders are advised to purchase and all riders riding on the Stable Site **must wear** a well-lined **ASTM F-1163-04a/SEI CERTIFIED HELMET** or equivalent protective head gear fastened securely under the chin while working around or riding horses to prevent injuries.
2. All riders are advised to always wear hard-soled, fully enclosed shoes or boots with a defined heel and socks to protect feet, and long pants to protect legs while working around or riding horses.

### **B. THE NATURE AND PHYSICAL CHARACTER OF THE HORSE**

While domesticated, well-trained horses are usually obedient, docile and affectionate, it is important to understand that some of the survival instincts that have allowed the horse to survive from prehistoric times to the present day are dangerous to humans. They are “fright/flight” animals and when confronted may run, may strike or kick out.

1. Horses are unpredictable by nature, with minds of their own. The horse is often somewhat high-strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy, weighing from 600 to 1600 pounds on the average. These characteristics deserve a human being’s utmost respect and caution.
2. When a horse is frightened, angry, under stress or feels threatened, it is his instinct to jump forward or sideways, to run away from danger at speeds up to 35 miles per hour.
3. If a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction, or even forward with either of its hind legs with tremendous force.
4. If a horse is nervous, frisky, frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground. A fall from a horse will usually be from a height of 3 to 6 feet.
5. If a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.
6. A human must always approach a horse calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
7. Loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.
8. The first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head or sudden snorting through the nostrils accompanying at least one other warning sign.
9. A horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at that moment.
10. A horse has two blind areas around it which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse’s mouth.
11. While a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot when it is balancing itself or turning about. Also, if a horse is ridden or worked on unstable ground or slippery grass or footing, it could fall down, injuring a rider or handler.

### **C. PROPERTY HAZARDS**

The Stable property contains numerous potential and actual hazards, including uneven terrain, holes, unstable soil, wild animals, loose dogs, and children, solid fixtures including post and rails, fences, gates, trees, gopher traps, etc..., poisonous plants, etc. All riders must familiarize themselves with these potential and actual hazards and shall be fully responsible for any consequences thereof.

### AGREEMENT AND RELEASE FROM LIABILITY

I acknowledge that I have voluntarily applied to participate in horseback riding, training and related activities (the "**Riding Activities**"), for myself and/or for my minor child(ren) or legal ward(s) named above (together, the "**Participants**"), at the premises commonly known as Shoestring City Ranch, Inc., Got Horse Trails and its owners, agents, volunteers, guides, representatives, Karen Thompson, Karen Thompson Trust and Linda Renninger, Located at 9066 Cedar St. Phelan, CA 92371 or 47126 Lakeview Rd, Big Bear City, CA 92314.

Waiver and Release. The undersigned hereby, for him/herself and his/her family (including any children named above and guests collectively, the "**Releasing Parties**"), expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law; Shoestring City Ranch, Inc., Got Horse Trails and its owners, agents, volunteers, guides, representatives, Karen Thompson, Karen Thompson Trust, Linda Renninger (collectively, the "**Released Parties**") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "**Claims**"), which the Releasing Parties may now have or may in the future have against the Released Parties, arising out of, related to, or in connection with the Riding Activities and the use/enjoyment of the Riding Facilities and any other areas by the Releasing Parties. The undersigned agrees not to sue the Released Parties if the Releasing Parties and/or any horse(s) suffer injury or death while participating in riding Activities at the Riding Facilities. In any action arising from a breach of this covenant not to sue, the prevailing shall recover their attorneys' fees. The undersigned expressly and knowingly waives all rights which they might have under California Civil Code section 1542, which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Assumption of Risk. The undersigned understands that recreational use of the Riding Facilities is inherently dangerous and risky, and such activities pose numerous dangers to adults and children. The undersigned understands and acknowledges these risks and dangers and represents that the undersigned and any above-named child or guest is competent to participate in the Riding Activities. The undersigned assumes and accepts all risks associated with or related to (a) the Riding Activities, (b) entrance to the Riding Facilities and use/enjoyment of the Riding Facilities and any other areas by the Releasing Parties, and (c) any loss, injury or damage described above.

I understand and agree that the Released Parties do not provide insurance to cover the Releasing Parties or horse(s) in the event they suffer injury or death while participating in Riding Activities and I agree that I will obtain my own insurance coverage.

Indemnification. The undersigned agrees to indemnify, defend and hold the Released Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the Riding Activities, or the Riding Facilities and use/enjoyment of the Riding Facilities and any other areas by any of the Releasing Parties.

Rules and Regulations/Warnings. The undersigned agrees that the Releasing Parties shall be bound by and shall comply with all Rules and Regulations governing the Riding Facilities. The undersigned also acknowledges that the undersigned has received a copy of the attached "Horse Related Activities Come With This Warning," and hereby acknowledges having read and understood it.

Acceptance. The undersigned acknowledges that he/she has read the above, is fully aware of the legal consequences of signing this Waiver and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions.

Declaration for Minors. In the event one of the Participants is a minor, the undersigned hereby represents and warrants that the undersigned is one of the parents of the above-named minor participant(s) (and/or the duly appointed legal guardian of such minor(s)), and that the undersigned has full authority to sign this release for and on behalf of the minor. The undersigned's signature constitutes expression of the undersigned's understanding and consent to the total and unconditional release set out above on behalf of such minor.

Image Release. Participant consents to be recorded, photographed, and videotaped related to the Event, and hereby irrevocably and perpetually authorizes any of the Released Parties to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use (i) the Participant's name, image, likeness, and voice, and (ii) all photographs, recordings, videotapes, audiovisual materials, writings, statements, and quotations of or by the Participant obtained related to the recording of the Event (collectively, the "Materials"), in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any lawful purpose, including, the advertising or promotion of the Released Parties and/or the Event without further consent from or payment to the Participant. The Participant understands that the Released Parties are under no obligation to use the Materials. Participant agrees that all of the Materials, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials are the sole property of the Released Parties and Participant further agrees not to contest the rights or authority granted to the Released Parties hereunder. The Participant hereby waives any right to inspect or approve the recordings, and modes of the use thereof as described above. Participant acknowledges and agrees that: (i) Participant shall not be entitled to any compensation for its appearance at the Event or subsequent use of its appearance in the Materials, (ii) Participant has and will refrain from any offensive or distasteful remarks or conduct and will conduct itself in a courteous and professional manner at all times during its participation at the Event and appearance in the Materials, and (iii) this Agreement is intended to be as broad and inclusive as permitted by applicable law.

I HAVE CAREFULLY READ THIS AGREEMENT AND "HORSE RELATED ACTIVITIES COME WITH THIS WARNING", AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AND SIGN IT OF MY OWN FREE WILL. I ALSO UNDERSTAND THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) LISTED ABOVE.