

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGEEMENT**

SHELLAR CORPORATION, A California Corporation, dba  
 RANCHO EL CAMINO EQUESTRIAN CENTER & RIDING SCHOOL  
 13998 Old El Camino Real, San Diego, CA 92130  
 hereinafter known as "**THIS STABLE**"

**HORSES ARE INHERENTLY DANGEROUS ANIMALS.  
 DO NOT PARTICIPATE IN HORSE RELATED ACTIVITIES UNLESS YOU ARE WILLING TO ASSUME THE  
 RISK OF INJURY PARALYSIS OR DEATH.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR  
 UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**  
**THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - I, the following listed individual and/or the parent or legal guardian thereof of a minor, hereinafter known as the "**RIDER**", do hereby voluntarily request and agree to participate in horse riding on **THIS STABLE'S** premisis and state that this **RIDER** will ride his/her own horse or one borrowed or leased by **RIDER's** own arrangement, today and on all future dates:

RIDER'S NAME (Print)	AGE (if under 18)
Does this rider have disabilities and/or special needs, which may affect his/her safety to ride a horse, which we should be aware? Circle One <b>Yes</b> <b>No</b> If "Yes" please explain.	
GUEST OF:	

**PLEASE INITIAL BELOW AFTER READING EACH SECTION**

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

Initial(s)

**C. 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 activity despite all safety precautions. I FURTHER UNDERSTAND THAT horseback riding is a 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, and I VOLUNTARILY assume the risk and danger of injury or death inherent in the use of a horse. I FURTHER UNDERSTAND that because of **THIS STABLE'S** access to trails, RIDER may be participating in a "**WILDERNESS EXPERIENCE**" and that the meaning of this term is defined as follows: THE PERSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH MAY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

Initial(s)

**D. NATURE OF HORSES** - 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 horse to ground it will generally be at a distance of from 3 to 6 feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited 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. I FURTHER UNDERSTAND THAT I may be Thrown, Kicked, Bitten, Crushed, Fallen on, Chased, Struck or otherwise injured.

Initial(s)

**PLEASE READ CAREFULLY BEFORE SIGNING**

E. **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. Riders must not make sharp loud noises, such as screaming or yelling, nor carry loose items which may fall, blow away, flap in the wind or make sharp noises, possibly scaring a horse. I FURTHER UNDERSTAND THAT saddle girths may loosen during a ride and the bridle and/or reins may break or become loose. If a rider notices anything different about the tack he/she must immediately take action to avoid problems with tack and a possible fall or other occurrence. I agree that 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 advise of their physician. **THIS STABLE** advises pregnant women not to ride horses.

Initial(s)

F. **CONDITIONS OF NATURE** - I UNDERSTAND THAT; **THIS STABLE** 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, water, falling trees or limbs or moving bushes, wild and domestic animals, insects, reptiles, which may walk run, or fly near or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

Initial(s)

G. **INSPECTION OF PREMISES** - RIDER has inspected **THIS STABLE**'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon **THIS STABLE**'S premises.

Initial(s)

H. **TACK** - I UNDERSTAND THAT: It is less risky to ride a horse with a saddle and bridle that fits the horse and is in good repair. **THIS STABLE** advises against riding a horse bareback and/or without a proper bridle. If I ride without proper equipment, I accept full responsibility for MY/OUR safety in this decision. Minors are not allowed to ride at **THIS STABLE** without proper tack.

Initial(s)

I. **ACCIDENT/MEDICAL/PERSONAL LIABILITY INSURANCE** - I AGREE THAT: Should emergency 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.

Initial(s)

J. **PROTECTIVE HEADGEAR WARNING** - I AGREE THAT; I have been fully warned and advised by **THIS STABLE** that the RIDER should purchase and wear protective headgear (equestrian riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death from happening as the result of a fall or other occurrence.

Initial(s)

- ( ) I will provide my own protective headgear or borrow one from This Stable. (REQUIRED FOR PERSONS UNDER 18 and/or taking lessons, ground or riding, with Rancho El Camino instructors or trainers)
- ( ) I choose not to wear any type of protective headgear. I accept full responsibility for MY/OUR safety in this decision.

K. **LIABILITY RELEASE I AGREE THAT:** in consideration of **THIS STABLE** 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 STABLE**, doing business under its own name or any other name and/or its owners, agents, trainers, instructors, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated; and I do further release **THIS STABLE** and its ASSOCIATES from any claim that such ASSOCIATES 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 on riding skills or leading and supervising riders or arising out of or in any way connected with the use of a horse and any tack or equipment provided or any acts or omissions of **THIS STABLE** or its ASSOCIATES and I agree that I shall not bring any claims, demands, legal actions and causes of action and/or litigation against **THIS STABLE** and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death or property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **THIS STABLE** to include while riding, handling, petting, leading, grooming, or otherwise being near horses owned by or in the care custody and control of **THIS STABLE**, whether on or off the premises of **THIS STABLE**.

Initial(s)

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Emergency Phone - NOT RIDER'S PHONE #**

\_\_\_\_\_  
Signature of Rider

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Home Phone

Amendment to "Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement"

This document is part of and attached to the "Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement"

signed by \_\_\_\_\_, Rider or Parent or Guardian of Rider

On (date)\_\_\_\_\_ and becomes a part of said "Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement".

Additional Risks Posed by Wildfires:

I understand that portions of the Western United States are at elevated risk of wildfires throughout the year.

Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Rancho El Camino cannot guarantee that it can prevent or limit all wildfire losses.

I understand that in an emergency situation caused by wildfires in the area where the farm is located, Rancho El Camino (as well as the stable's employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the farm's premises and/or in the farm's care, custody, or control.

Depending on numerous circumstances during a wildfire including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity Rancho El Camino's response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

I acknowledge and agree that Rancho El Camino will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the stable's property. However, I understand that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that the farm can save every horse on its property and save all equipment on the farm's property.

\_\_\_\_\_ Rider or Parent or Guardian of Rider

\_\_\_\_\_ Email

\_\_\_\_\_ Date

\_\_\_\_\_ Home Phone

\_\_\_\_\_ Mobile Phone

\_\_\_\_\_ Work Phone