

Horse Rental, Equestrian, Guide & Outfitter Services Agreement, Liability Release, and Assumption of Risk Agreement [For Individuals]

Malibu Riders Inc.

Stable/Operator Name, hereinafter known as "The Stable."

Santa Monica Mtns. National Recreation Area

Location or Address of the Stable

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. Registration of Participant and Agreement Purpose: I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter serves provided by this stable.

Participant Full Name: _____ **Age** _____ **Date of Birth** _____

Weight over 240lbs. YES ___ NO ___ **Horse Riding Experience:** **Beginner**(under 10 hours) ___ **Over 10 hours** _____

Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? (Circle One) **Yes** **No** If you circled "Yes" how can we help this participant with his/her special needs? _____

Medical Insurance: I/We agree that: Should medical treatment be required, I and/or my medical insurance **shall pay** for **ALL** such incurred expenses.

⇒ **My medical insurance company is:** _____

⇒ **My Policy Number is** _____

I do not carry medical insurance

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

B. **Agreement scope territory and definitions:** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardian 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 or county of the stable's physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property be on THIS STABLE'S property, be near any horse, receive instruction or guidance from it's associates and/or when I ride and/or am near horses on of off THIS STABLE'S property. Any disputes by the participants shall be litigated in, and venue shall be in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I" "WE," "ME," "MY." shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor. _____ **INITIALS**

C. **INHERENT RISKS/ASSUMPTION OF RISKS. I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY** and that risks and conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken and I agree to assume them. The inherent risks include, but are not limited to, any of the following. The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar objects, persons, and/or other animal; hazards including, but not limited to surface or subsurface conditions; a collision, encounter and/or confrontation with another equine, another animal, a person or an object. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, falling to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times more faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet and the impact may resulting harm to the rider. Horseback riding is an activity in which one much smaller, weaker, predator animal (the human) tries to impose it's will on, and become one unit of the movement with, another much larger, stronger prey animal that has a mind of it's own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from it's training and act according to it's natural survival instincts which may include, but are not limited to: Stopping short, Spinning around, Changing directions and/or speed at will; Shifting it's weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE'S to list all possible risks for me.

_____ **INITIAL**

D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND

SUDDENSIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES. I / WE

ACKNOWLEDGE THAT: The participant may be taking part in a WILDERNESS EXPERIENCE that may be hazardous to people. I / WE ACKNOWLEDGE THAT. The meaning of WILDERNESS EXPERIENCE is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region , as of forest and / or hills and / or mountains and / or plains and / or wetlands which would likely 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. I / WE ACKNOWLEDGE THAT: THIS STABLE IS NOT responsible for total or partial acts, occurrences, or elements of nature and / or unfamiliar sights, sounds, and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles that may walk, run, or fly near, or bite 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, natural and man made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions to me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises. _____INITIALS

E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING

I / WE ACKNOWLEDG THAT: when approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe Ways.

SOME EXAMPLES ARE cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse. Participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. _____INITIALS

F. SADDLE AND GIRTH LOOSENING WARNING: I / WE ACKNOWLEDG THAT: saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse. _____INITIALS

G. PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT; I for myself and on behalf of my children and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that wearing such headgear / helmets at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARDS F 1163 equestrian Helmet. I / WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear / helmet offering that I / we will be responsible for properly securing the headgear / helmets on the participants head at all times. **I am not relying on THIS STABLE and / or its associates to check any headgear / helmets or headgear / helmets strap that I may wear,** or to monitor my compliance with this suggestion at any time now or in the future. _____INITIALS

H. THIS STABLE'S PROCETIVE HEADGEAR / HELMETS POLICY I understand and agree that **THIS STABLE** requires riders to wear ASTM standard F 1163 Protective Headgear / Helmet according to the following requirements.

Protective Headgear/ Helmet Requirements, For Riders Age

6 Yrs and Younger: For their safety, children 6 yrs and younger **MAY NOT** participate as a rider in horse rental and trail riding equestrian services.

7 Yrs Through 15 Yrs: Must wear the protective headgear / helmets

16 and 17 Yrs: Must wear the protective headgear / helmets unless their parents or legal guarding signs the refusal statement in the box that follows.

18 Yrs and Older: Must choose to wear or not wear the protective headgear / helmets by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR / HELMETS ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER

CHECK YOUR CHOICE

PROTECTIVE HEADGEAR / HELMET ACCEPTANCE: I / WE request for this participants to wear protective headgear / helmet which THIS STABLE provides and will be solely responsible for securing the headgear / helmet on the participant's head.

PROTECTIVE HEADGEAR / HELMET REFUSAL: I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

J. LIABILITY RELEASE I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity,

under the terms set forth herein, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their 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, due to THIS STABLE gross negligence and / or willful and / or wanton and misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic loses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operation of THIS STABLE to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, weather on or off the premises of THIS STABLE, but not limited to being on THIS STABLE’S premises. _____ INITIALS

K. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: (This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, WV, and WI.) I acknowledge that I have reviewed this state’s EQUINE ACTIVITY LIABILITY ACT WARING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.** _____ INITIALS

EACH PARTICIPANT AND PARAENTS OR LEGAL GARDIANS MUST SIGN BELOW AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWERENESS

I / We, THE UNDERSIGNED REPRESENTS THAT I / We HAVE READ AND DO UNDERSTAND THE FORGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

_____ **Date** _____
Signature of participant (Spouses must sign for themselves.)

Address _____

City _____ **State** _____ **Zip** _____

Phone# _____ **Work Phone#** _____

Email Address _____

How did you hear about us? _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____ **Phone#** _____

Child 1. _____ **Child 2.** _____ **Child 3.** _____