

This **LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, by and between **DEBBIE DAVIS AND SPORT EQUINE INC. EQUESTRIAN FACILITY**, and property located at 13616 E. Bullard Ave., Clovis CA 93610, hereinafter designated Equine Professional and \_\_\_\_\_ hereinafter designated Participant; and, if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, heirs, assignees and legal representatives, hereby expressly agree to the following:

Participant is responsible for full and complete insurance coverage on his/her horse, personal property and self. Participant understands there are **INHERENT RISKS** in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to; the propensity of an equine to behave in ways that may result in injury, harm, or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner. Participant understands that horses, irrespective of their training and usual behavior and characteristics, may act or react unpredictably at any time based on instinct or fright.

Initial your agreement \_\_\_\_\_

**PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. Initial your agreement \_\_\_\_\_

Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the equine Professional. Initial your agreement \_\_\_\_\_

Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. 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. Initial your agreement \_\_\_\_\_

Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities. Participant hereby releases and waives any claims now or hereafter against Debbie Davis and Sport Equine equestrian facility, sponsor(s), employees, volunteers, clients, boarders, instructors, trainers and all parties present or their assignees from and against any and all liabilities, losses, damages, costs or expenses of any kind, including attorney's fees, which the participant may incur as a result of activities undertaken at the Sport Equine facility including, without limitation, personal injury and damages thereof including loss of life, income, earnings, bodily injury, pain and suffering, emotional or mental distress and medical expenses. Initial your agreement \_\_\_\_\_

Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat and boots. If Participant declines or neglects to use appropriate protective gear participant fully assumes the magnified risk of life threatening injuries. Initial your agreement \_\_\_\_\_

This Contract is non-assignable and non-transferable and is made and entered into in the State of California, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. Participant further expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and exclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. The foregoing provisions shall be fully binding upon and shall be effective against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents. **Initial your agreement**

---

Participant's assessment of personal experience, skill and proficiency for the following on a scale of 1 (no experience) to 10 (expert):

English:                      Dressage:                      Jumping:                      Western:                      Jumping:

**ALL VISITORS MUST READ AND AGREE TO VISITOR POLICY RULES AS STATED:**

- RIDING, HANDLING OR BEING AROUND HORSES IN ANY CAPACITY IS AN INHERENTLY DANGEROUS ACTIVITY THAT CAN EASILY CAUSE SERIOUS BODILY HARM OR DEATH TO HUMANS.
- ALL ACTIVITIES ON THIS PROPERTY ARE CONDUCTED AT EACH INDIVIDUAL'S OWN PERSONAL RISK.
- HELMETS AND PROPER RIDING FOOTWEAR WITH HARD SOLE AND HEEL ARE REQUIRED BY ALL RIDERS AT ALL TIMES. SAFETY VESTS ARE REQUIRED FOR JUMPING CROSS COUNTRY OBSTACLES.
- PROSPECTIVE BUYERS TEST RIDING HORSES MUST HAVE ASSISTANCE AND FOLLOW INSTRUCTIONS MOUNTING AND DISMOUNTING IN THE DESIGNATED AREA. YOU WILL BE REQUIRED TO DEMONSTRATE PROFICIENCY IN ROUND PEN BEFORE RIDING OUT IN OPEN SPACE.
- ALL RIDERS, VISITORS AND PARENTS OF MINORS MUST SIGN AND AGREE TO OUR RELEASE AND HOLD HARMLESS CONTRACT UPON ARRIVAL.
- VISITOR'S CHILDREN MUST BE SUPERVISED AT ALL TIMES QUIETLY AND AWAY FROM ALL HORSES. NO VISITOR'S DOGS ALLOWED ON THE PROPERTY. **Initial your agreement**\_\_\_\_\_

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ALL OF ITS CONTENTS. I AM AWARE THAT THIS IS A PERMANENT AND BINDING CONTRACT BETWEEN MYSELF AND DEBBIE DAVIS/SPORT EQUINE INC. I HAVE FURTHER INSPECTED THE FACILITIES AND SPORT EQUINE OPERATION WHICH I ACCEPT TO BE SAFE AND APPROPRIATE IN ALL REGARDS.**

executed this \_\_\_\_\_ day of \_\_\_\_\_

**Participant Signature** \_\_\_\_\_ **Printed Name** \_\_\_\_\_

Trainer Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Telephone number \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

**Parent or Guardian Signature (under 18)** \_\_\_\_\_ **print name underneath**