

**RELEASE OF LIABILITY – REDWOOD RANCH
HORSE CAMP**

**RELEASE OF LIABILITY – STUDENT/CAMPER/RIDER/SPONSOR/
GUEST**

This RELEASE is entered into this _____ day of _____, 2009 between Student, Camper/Rider/Sponsor and/or Guest [“RIDER” at Redwood Ranch and Ranch Owner/Manager [“REDWOOD RANCH”]. As hereinafter referred to, RELEASED PARTIES include the owners, agents, managers, assigns, designees, successors in interest and/or employees of REDWOOD RANCH. All references to “RANCH PROPERTY” relate to the property called REDWOOD RANCH whose address is 5745 Redwood Road in Oakland, CA. RANCH PROPERTY includes all barn facilities including the customer parking lot.

I. RIDER INFORMATION

NAME: _____

BIRTHDATE: _____

ADDRESS:

PHONE NUMBER(S):

RIDING EXPERIENCE:

**IF RIDER IS A MINOR, NAME OF PARENT(S) OR
GUARDIAN:** _____

**PHONE NUMBER(S) OF PARENT(S) OR
GUARDIAN:** _____

**EMERGENCY CONTACT PHONE
NUMBER:** _____

II. INHERENT RISK AND ASSUMPTION OF LIABILITY:

RIDER acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in

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horse-related activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways including, but not limited to: running away with rider, bucking, rearing, biting, kicking, shying or “spooking”, stumbling, pushing, stepping on rider and/or falling on rider, all of which behaviors may result in serious bodily injury or death to persons on or around the horse(s). A horse may unpredictably react to sounds, sudden movement and unfamiliar objects, persons or other animals, cars or farming equipment such as tractors and trucks, and behave in any of the ways listed above.

By signing this Agreement, RIDER understands and acknowledges the risks of engaging in horse-related activities. RIDER assumes all risks in connection therewith, and expressly waives any and all claims for bodily injury or economic losses arising therefrom, including but not limited to: instances in which the injury or loss is caused by the negligence of REDWOOD RANCH and/or its employees. Rider agrees to abide by and follow the rules of REDWOOD RANCH set forth in this Agreement, and other rules which shall be posted and become available to RIDER from time to time.

RIDER expressly releases REDWOOD RANCH from any and all claims for personal injury, property damage and other related economic losses, even if caused by the negligence of its representatives, agents and/or employees.

**I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF BODILY
INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH. I ALSO AGREE TO
ACCEPT ANY AND ALL RISKS RELATED TO THE LOSS OF, OR DAMAGE TO,
PERSONAL PROPERTY AND HORSES IN MY POSSESSION OR WHICH I OWN.**

(Initial_____)

III. RELEASE OF LIABILITY

RIDER and his/her heirs, legal representatives, distributors, guardians and assigns hereby agree to release and forever discharge REDWOOD RANCH, its managers and/or employees, and each of them [RELEASED PARTIES], from all claims, actions and liabilities that may result from participation in or being in the vicinity of horse-related activities conducted by the Ranch and/or on Ranch Property, and whether caused by the negligence of the RELEASED PARTIES. This RELEASE OF LIABILITY does not apply to acts of gross negligence, fraud and/or willfully caused harm by RELEASED PARTIES.

(Initial_____)

IV. INDEMNIFICATION

RIDER agrees to indemnify RELEASED PARTIES from and against any and all claims for injury or death resulting from participation in any activity on Ranch Property, including all horse-related activities, brought by RIDER, RIDER’s family, estate, heirs,

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representatives, distributors, designees and/or assigns. This indemnification shall include all costs and expenses incurred by RELEASED PARTIES in defending against any and all claims brought by RIDER, and includes court costs and fees, expert witness fees, litigation costs and attorney fees.

(Initial_____)

V. GUESTS AND SPONSORS

RIDER agrees that he/she will not allow any person who is brought onto Ranch Property to ride his/her or any horse unless and until said GUEST has signed the REDWOOD RANCH release form. If said GUEST is injured in the course of riding a horse on Ranch Property and has not signed this form, RIDER agrees to indemnify, defend, and hold harmless each of the RELEASED PARTIES from any liabilities, claims and/or causes of action which may arise due to personal injuries to, or property damage of, GUEST as provided by paragraph IV of this RELEASE.

(Initial_____)

VI. MANDATORY BARN RULES RE: RIDING AND USE OF FACILITIES

- a. All riders must wear approved Riding Helmets while riding. There are no exceptions;
- b. All riders must wear approved riding boots, or other safe footwear; barefeet, socks and running shoes are not considered acceptable;
- c. Jumps shall not be used without instruction or supervision by REDWOOD RANCH representatives, managers, instructors and/or employees unless REDWOOD RANCH expressly consents to their use in the absence of instruction or supervision;
- d. Other barn rules will be posted and made available to RIDER. RIDER agrees to comply with all such rules as a condition of using the barn facilities at REDWOOD RANCH.

(Initial_____)

VII. EMERGENCY MEDICAL TREATMENT

RIDER understands and agrees that should emergency medical treatment be required, RIDER and/or RIDER's own accident/medical insurance company shall pay for all such incurred medical expenses, including the cost of transportation by ambulance to any medical facility. RIDER must also fully fill out and submit all information required by the REDWOOD RANCH "Medical Information Form" at the time this RELEASE is entered into and as a condition precedent to using the facilities of REDWOOD RANCH.

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(Initial _____)

VIII. SEVERABILITY

If any provision of this Release is held to be unenforceable, such provision shall be excluded and the remaining portions of the Release shall be enforceable.

(Initial _____)

SIGNED BY RIDER: _____
PRINT NAME

Dated: _____

Rider's Signature: _____

IF RIDER IS A MINOR:

Rider's Parent or Guardian: _____