

Prado Park Equestrian Center, DBA 16629 Johnson Ave., Chino, CA 91710
AGREEMENT AND RELEASE
PLEASE READ THIS DOCUMENT CAREFULLY

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between Prado Park Equestrian Center, DBA (OWNER) and _____ (RIDER), and, if Rider is a minor, the parent/guardian of Rider _____.

In exchange for use of property, facilities, and services of Owner, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

- 1.) I agree that horseback riding and all equine activities are inherently dangerous activities **AND** that these activities will expose me to above normal risks of bodily injury and/or death.
- 2.) I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property and/or the adjoining property of others, which have given me permission to ride.
- 3.) I agree to acknowledge all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
- 4.) I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
- 5.) I agree that Owner, the Owner's stable, its agents, and employees are **NOT** liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities.
- 6.) I agree to hold Owner, Owner's stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
- 7.) I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon the property owner's property.
- 8.) **I AGREE NOT TO SUE** Owner, Owner's stable, its agents and/or employees in association with **ANY** claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.
- 9.) Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.
- 10.) Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of California.

******* I have read and understand without question, this agreement and release of liability contract before having signed below.**

X _____ Owner's Signature	X _____ Rider's Signature
X _____ Owner's Signature	X _____ Rider's Parent or Guardian's Signature (if Rider is a minor)

Parent's or Guardian's additional Indemnification
(Must be completed for a Participant(s) under the age of 18)

In Consideration of _____ (Print minor's Name) Minor being permitted by Prado Park EC, SBC, ACOE participate in it's activities and to use it's equipment and facilities. I further agree to indemnify and hold harmless Prado Park EC, SBC, ACOE, from any and all claims which are brought by, or on behalf of the above said Minor, and which are in any way connected with such use or participation by the Minor.

Parent or Guardian _____ Print Name _____

Date: _____

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Prado Park EC, that we should purchase and/or wear a properly fitted and secured ASTM/SEI certified helmet while riding or being around horses (whether on the premises of Prado Park EC, or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/jour death from happening as the result of a fall(s) or any other occurrence associated with this activity. We remove all of the danger to which we are exposing ourselves. Against the advice of Prado Park EC, the guide/instructor, numerous court cases and Prado Park EC's insurance company, we are refusing this critical safety precaution.

Signer statement of awareness

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of rider (spouse must Sign for Themselves) Date

Signature of parent or guardian and or spouse Name of additional minor(s) rider(s) Date

RULES

No running horses on trail / walking only

No Smoking

No Drinking

Stay on marked trails

No riding in the Park

No getting off horses

If horses are returned over heated you must walk them, and pay an additional \$40.00 for each animal(s) care.