

Assumption of Risk, Waiver, Release Indemnity, and Covenant Not to Sue Contract

Participant's Name: _____

Date of Birth (if minor): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number (Home): _____ (Work): _____

Medical Conditions of which Ranch should be aware-- _____

For and in consideration of being allowed to participate in horseback riding and the related activities at Penryn Oak Stable's

1. I understand that I have a right to have the attorney of my choice review this contract at my own expense; that if I do not sign this document I will not be allowed to participate in horseback riding or related activities at Penryn Oak Stable's and that this document is a binding legal contract under which I give up certain legal rights I might otherwise be entitled to.
2. I intend this document to bind myself, my heirs, estate, assigns, and all persons or entities that may be entitled by operation of law or contract to act on my behalf in any manner.
3. I acknowledge that horseback riding, related activities, and being on or near horses are inherently dangerous activities with a risk of death or serious bodily injury to riders, observers, and/or horses. Irrespective of training, temperament, or history, horses can kick, bite, stampede, jump, collide, fall, trip, buck, pull back, stomp, charge, run, rear, roll, in the stalls, the barn, the corral, the pastures, and on the ranch, among many other unpredictable things and places (this list, while particular, is not all inclusive), and one of which could cause death or serious bodily injury to riders, observers, and horses. As riding lessons, clinics, horse shows, parties and classes are conducted at Penryn Oak Stable's I understand there may be young, inexperienced, or malicious riders or observers whose actions could cause death or serious bodily injury to me or my horse.
4. The ground at Penryn Oaks Stable's may be uneven, rocky, slippery, steep. There are obstacles and features, animate and inanimate, manmade and natural of the property which riders, observers, and horses could collide with, fall upon, and /or trip over, and which could cause death or serious bodily injury to rider, observer, and horse. These obstacles, obvious or hidden, include but are not limited to standing trees, fallen logs, stumps, rotting stumps, cliffs, creeks, roads, trails, holes, poles, gates, barbed-wire fences, electric fences, outbuildings, people, wild animals, snakes, spiders, cats, horses, and corrals (this list, while particular, is not all inclusive).
5. I understand the risks of horseback riding and related activities upon the terrain comprising the Penryn Oak Stables and the risk of death or serious bodily injury associated therewith as described in paragraphs 3 and 4 above. I assume those risks of death, serious bodily injury, and any injury to rider, observer and/or horse associated with horseback riding and/or related activities upon the Penryn Oak Stables.
6. I forever waive, release, hold harmless, agree to defend, indemnify, promise and covenant not to sue Penryn Oak Stable's LLC, Robert and/or Lisa Cope or its employees for death, serious bodily injury, and injury, or damages of any sort, received by me at Penryn Oak Stable's while participating in horseback riding and/or related activities; and/or any property loss for damaged or destroyed horses, tack, saddles, or other property owned by me located at 2460 or 2526 Delmar Ave Penryn Ca. as a result of flood, fire, theft, explosion act of God, negligence, intentional and/or unintentional destruction or damage by animals or people, or any other cause.

7. I have read and will follow the rules of Penryn Oak Stable's, but I forever waive, release, hold harmless, promise and covenant not to sue for death, serious bodily injury, any injury, or damages of any sort, received by me at Penryn Oak Stable's while participating in horseback riding and/or related activities as a result of the failure of another person to follow the rules or the intentional breach of those rules by another person.
8. The phrase "horseback riding and/or related activities" is defined for the purposes of this document to mean riding, walking, running, trotting, galloping, training, jumping, leading, mounting, roping saddling, bridling, brushing, cleaning, washing, feeding, haying, shoeing, vaccinating, medicating, cutting, branding, observing, or being near a horse in the barns, stalls, corrals, pastures, gates, fences, trails, fields, roads, or lands comprising Penryn Oak Stable's, -- this phrase also includes lessons, clinics, parties horse shows, observing lessons, and simply walking upon the premises to observe horses or riders.
9. If the participant is a minor, I, the parent or legal guardian agree to the terms hereof on behalf of the minor and personally, and I forever waive, release, hold harmless, agree to defend, indemnify, promise and covenant no to sue Penryn Oak Stable's LLC, Robert or Lisa Cope, or its employees for death, serious bodily injury, and injury, or damage of any sort received by me or my minor child at Penryn Oak Stable's, , while participating in horseback riding and/or related activities; and/or any property loss for damaged or destroyed horses, tack, saddles, or other property owned by me or my minor child located at 2460 or 2526 Delmar Ave Penryn Ca. as a result of flood, fire, theft, explosion act of God, negligence, intentional and/or unintentional destruction or damage by animals or people, or any other cause.
10. The law of the State of California shall apply to the interpretation of this document.
11. If any portion or provision hereof shall be declared void by a court of competent jurisdiction, the remainder shall remain in full force and effect.
12. I have read the foregoing document and agree to its terms.

I understand that there is a state law in California that reads as follows: *Under state law an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to California*

Dated this _____ day of _____, _____. _____
Participant or Spectator

Participant

Dated this _____ day of _____, _____. _____
Participant

If participant is a minor, parent or legal guardian's signature for minor and individually.

- Helmets are required on all individuals riding on the above mentioned property.

Release and Indemnity Agreement

I/we hereby indemnify and agree by this signing to release Penryn Oaks Stable's LLC, Robert and Lisa Cope, and all associated persons from liability for any accident or injuries sustained by me, my employees, heirs, representatives, dependents, guests, or animals. It is understood that wherever the words "Stable/Owner" are used in this agreement it includes landowners, stable owners, stable managers, trainers, independent contractors, Clinicians, employees, and any other individual related to ownership or management of the horse facilities called Penryn Oak Stable's.

As a horse owner, student, contestant, spectator, employee, independent contractor, or parent, the undersigned recognizes that all equestrian related activities are extremely dangerous, that accidents involving horses are frequent, that the condition of the land is often hazardous, that the stables may flood, that stallions are dangerous, and that ring footing is rarely perfect. In light of this knowledge, the undersigned undertakes full responsibility for all harm that comes to them, their children, animals, associates, and guests. With full knowledge, the undersigned releases the Stable/Owner from any and all responsibility for accidents and injuries thereto.

Signing this release implies that the undersigned have adequate medical and liability insurance/protection and that the Stable/Owner will assume no responsibility for harm to horse, rider, or property. Losses occasioned by the injury or death of rider, spectator, guest, horse, or other property is agreed to be covered by the undersigned and it is further agreed that the undersigned and their heirs, representatives, dependents, or guests shall have no right or action against the Stable/Owner, employees, independent contractors, land owners, or any of Stable/Owner's insurance carriers.

If the person is under 18 years of age, the signature of the parent or guardian indicates acceptance of responsibility by said parent or guardian and release of liability of the Stable/Owner and affiliated persons.

If damage is caused by or to the undersigned's property or horses, the undersigned takes full responsibility for damages to persons, property, or other horses and agrees to indemnify Stable/Owner against liability for any such damages.

The undersigned further agrees to indemnify Stable/Owner against any liability for physical loss or injury, or damage causing death, or making destruction necessary to horse(s) in Stable/Owner's care.

It is understood and agreed that the Stable/Owner assumes no responsibility for personal property of the undersigned and said property is stored on the premises at the sole risk of the undersigned.

SIGNATURE _____ DATE _____

1/29/2008bc updated