

# **RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT**

**READ CAREFULLY AS THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AND  
WARNS YOU OF THE MANY DANGERS WHILE RIDING/HANDLING HORSES.**

In consideration of lessons/training/riding privileges with TES located at Los Angeles Equestrian Center, 480 Riverside Drive, Burbank, California ("Premises"), the undersigned on behalf of themselves, their representatives, assigns, executors, heirs and, if applicable, on behalf of their minor child or children (collectively "Client"), hereby agrees as follows:

## **Release of Liability and Hold Harmless**

1. Client hereby fully and forever releases, waives and discharges TES and its employees, instructors, trainers, managers, agents, grooms, representatives and assigns (collectively "TES") and Los Angeles Equestrian Center, Inc. and its employees, managers, agents, representatives and assigns (collectively "LAEC") and all other persons, firms, associations and each of them who are or might be liable in any way (collectively "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Client may or might have against Releasees or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property, injury to horse and any consequences thereof, which Client may sustain due to the ordinary negligence of the Releasees; and Client further agrees that except for the gross negligence or willful misconduct of the Releasees, Client shall not bring any claim, demand, legal action against and/or sue the Releasees for any economic and non-economic losses due to bodily injury, death, property damage and/or injury to any horse in relation to the Premises and the operations and conduct of Releasees, which includes the operations, training and conduct of TES at any time whether on the Premises or at any other facility, including any horse show competition and any use of the Riding Simulator.

## **Hold Harmless**

2. Client hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorneys fees, costs and expenses of any kind, which may be made against them, or any of them, which arise out of the active or passive negligence of the Releasees while Client is taking lessons, riding

including lessons on or use of the Riding Simulator, training and/or boarding with TES, whether on the Premises or at any other facility, including any horse show competition.

**Assumption of Risk**

3. **CLIENT HEREBY ACKNOWLEDGES AND ASSUMES THE RISK THAT HORSES AND RIDING, INCLUDING JUMPING, ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** Client also expressly acknowledges that injuries received may be compounded or increased by negligent maintenance of the Premises, negligent care of horses, faulty or improperly secured equipment including the Riding Simulator, improper instruction and supervision, Acts of God, and negligent rescue operations or procedures of the Releasees, negligent handling of horses and independent operations by trainers, riders and/or boarders who use the Premises or others who are not affiliated with Releasees. **CLIENT ALSO EXPRESSLY ACKNOWLEDGES THAT HORSEBACK RIDING, PARTICULARLY JUMPING, IS A DANGEROUS ACTIVITY AND INVOLVES INHERENT RISKS** that may cause serious injury and in some cases, death **BECAUSE OF THE UNPREDICTABLE NATURE AND IRRATIONAL BEHAVIOR OF HORSES, REGARDLESS OF THEIR TRAINING AND PAST PERFORMANCE.** Client acknowledges that a horse or pony, without warning or any apparent cause, can buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, or push a person, saddles or bridles may loosen or break - all of which may cause the rider or observer to fall or be jolted, resulting in serious injury or death.

Client acknowledges that TES cannot guarantee that a horse selected for Client will be suitable at **ALL** times as Client acknowledges any horse no matter what age and no matter what training it has received can still be unpredictable and can cause injury. As TES has many clients, including many beginner riders, riders in the past may have fallen, been thrown or injured by a horse now provided to Client.

As part of the instruction process and/or at request of Client, Client may participate in lessons or in demonstrations and/or use of mechanical equipment known as the Riding Simulator. Client understands that the Riding Simulator reproduces the activities of a live horse including but not limited to different gaits, sudden movements and/or different speeds. **CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS A RISK OF INJURY WITH THE RIDING SIMULATOR AND AGREES TO ASSUME ALL RISKS OF**

**INJURY, INCLUDING SERIOUS INJURY, DEATH AND/OR DAMAGE TO PROPERTY.**

Client acknowledges that the Premises are public property open to the public. It is bordered by freeways/roads and thus noise from traffic and other sources occurs that can and will cause a horse to unexpectedly spook or react quickly. The Premises are also bordered by horse trails that are open to the public and neither LAEC nor TES can control riders who use those trails from making loud noises, running their horses or causing disturbances that may cause any horse, no matter how old and docile, to spook or react suddenly. The Premises contain roads and driveways that are traversed by cars, tractors, trailers and heavy equipment which may or may not be driven by LAEC or TES personnel; these vehicles and equipment may spook a horse. Other horse boarding and training facilities are located on the Premises and horse show competitions are conducted on the Premises. Persons associated with those facilities and/or competitions jointly use riding arenas, other rings and areas with TES; Releasees cannot control or monitor the handling of horses by others who may be near or adjacent to Client while riding and Client assumes the risk of injury from actions by others as well.

**Emergency Medical Care Authorized for Minors**

4. In the event of injury to a minor child for whom Client is or may be responsible, in the absence of Client's presence or contrary authorization, Client authorizes TES to act on my behalf to obtain emergency medical care that may be necessary to protect the life or limb of the injured minor.

**Riding Helmet and Apparel Warning**

5. Client acknowledges that all horse handlers and riders should wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while riding and being near horses and while riding or using the Riding Simulator and understands that the wearing of such helmet may reduce the severity of any injury incurred, and if Client chooses not to wear such helmet, Client assumes all such risk of injury resulting therefrom. Client further agrees that all minors must wear protective headgear while riding including riding the Riding Simulator.

Client acknowledges that riding boots and protective clothing such as vests should be worn while riding. However, Client assumes the risk of injury if they choose to wear clothing or shoes/boots that are not recommended.

## **Personal Property**

6. Client acknowledges that while on the Premises direct loss or damage, theft, or injury to Client's horses, tack, or equipment is not covered by TES' and/or LAEC's insurance. Neither TES nor LAEC shall be responsible for such loss, damaged, stolen or injured property. Client understands that they are responsible for carrying their own health insurance, and personal property insurance.

## **Governing Laws**

7. This agreement shall be governed by the laws of the State of California and will be enforced and interpreted pursuant to such laws. Client agrees that this Release of Liability and Assumption of Risk extends to all acts of ordinary negligence of TES and/or LAEC and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. Client agrees that this contains all appropriate warnings and no oral representations or statements made by Releasees will modify or invalidate any portion of this agreement and Client as such does not rely on any oral representations or statements made that are contrary or modify the above warnings and waiver.

**CLIENT HAS READ THIS AGREEMENT AND UNDERSTANDS THE WARNINGS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY CONTAINED HEREIN AND AGREES TO THE SAME AS SET FORTH ABOVE ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, EXECUTORS, REPRESENTATIVES AND WHERE APPLICABLE, MY MINOR CHILD OR CHILDREN AND THEIR HEIRS, ASSIGNS, EXECUTORS OR REPRESENTATIVES.**

Client Name \_\_\_\_\_

Today's Date \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month Day Year Month Day Year

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

eMail Address \_\_\_\_\_

➔ **Client Signature** \_\_\_\_\_

Parent/Guardian Name (Print, Minors Only) \_\_\_\_\_

➔ **Parent/Guardian Signature (Minors Only)** \_\_\_\_\_

Health Problems (Allergies, etc) \_\_\_\_\_

Insurance Co. Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

Relation \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

