

Assumption of Risk, Waiver, Release Indemnity, and Covenant Not to Sue Contract
LB's Rock N Riding Lessons, Lisa Brownie

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 LB's Rock N Riding Lessons I state, contract and agree as follows:

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 LB's Rock N Riding 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, and classes are conducted at LB's Rock N Riding, 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 LB's Rock N Riding may be uneven, rocky, slippery, and 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, 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 LB's Rock N Riding, 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 LB's Rock N Riding.
6. I forever waive, release, hold harmless, agree to defend, indemnify, promise and covenant not to sue, LB's Rock N Riding, Lisa Brownie, and/or any of its Helpers for death, serious bodily injury, and injury, or damages of any sort, received by me at LB's Rock N Riding, 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 1330 Gold Hill Rd. Rd. Newcastle, 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 LB's Rock N Riding, but I forever waive, release, hold harmless, promise and covenant not to sue, and/or for death, serious bodily injury, any injury, or damages of any sort, received by me at LB's Rock N Riding 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 LB's Rock N Riding, -- this phrase also includes lessons, clinics, 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 LB's Rock N Riding, Lisa Brownie, and/or its helpers/employees for death, serious bodily injury, and injury, or damage of any sort received by me or my minor child at LB's Rock N Riding, 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 1330 Gold Hill Rd, Newcastle, 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.
13. I understand any pictures taken of me; my horse or my family may be included in forms of advertising for LB's Rock N Riding.

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

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.