



Sun Valley Equestrian LLC Liability Release & Authorization for Medical Treatment

stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of horses' reaction to such things as sounds, sudden movement, or unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals, posts, fencing, jumps and/or other obstacles; the limited availability of emergency medical care; the potential of a participant to act in a negligent manner that they may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Client and/or Participating Minor acknowledge that such risks are not merely limited to circumstances where Client and/or Participating Minor are actively riding, but are present at all times, including but not limited to lunging/ground work, handling/leading, and/or tacking/untacking of equines.

- 2.2. **Minimization of Risk.** Client and/or participating minor agree to take all reasonable steps associated with minimizing risk which includes, but is not limited to, the following:
- 2.2.1. Wearing an ASTM-approved helmet at all times while mounted on, or Riding, any Equine; _____ **[Client Initials]**
- 2.2.2. Following any and all posted rules required by SVE and/or OVF; _____ **[Client Initials]**
- 2.2.3. Submitting to all verbal or written instructions issued by OVF, SVE, and/or any of their trainers, counselors, and/or employees, whether or not Client disagrees with or disputes the validity of those rules; _____ **[Client Initials]**
- 2.2.4. Prior to the commencement of the Equine Services provided by SVE, Client shall disclose, in writing, the riding experience of all proposed participants, including but not limited to all Participating Minors. _____ **[Client Initials]**
- 2.3. **Failure to Adhere to Requirements of Section 2.2.** The Parties acknowledge that safety is paramount and Section 2.2's requirements are designed to provide the safest possible experience to participants. Accordingly, if Client and/or Participating Minor fail to adhere to the requirements of Section 2.2 of this Agreement, SVE reserves its right to withhold providing Equestrian Services to Client and/or Participating Minor, and to terminate any agreement to provide such services in the future. _____ **[Client Initials]**
- 2.4. **Assumption of Risk & Waiver.** Client acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include, but is not limited to, behavior such as kicking, biting, shying, bucking, stumbling, bolting, or rearing. **Accordingly, Client, including any Participating Minors and Nonparticipating Minors present upon SVE premises, understand that any and all equestrian activities, including the Equestrian Services provided by SVE and/or OVF, could result in DEATH AND/OR SERIOUS INJURY (including paralysis, severe and irreversible traumatic brain injury, broken and fractured bones, and injuries resulting in Client being placed in a permanent vegetative state).** Client assumes all risks in connection therewith, and expressly waives and forever disclaims any claims for any property damage, personal injury, wrongful death, emotional distress, product liability and/or other injury or tort arising from Client's or Participating Minor's participation in Equestrian Activities described in this Agreement, including but not limited to any negligence on the part of SVE and/or OVF. Client further agrees to abide by and follow SVE's directions, rules, and regulations, including that safety gear be used diligently. Client further acknowledges that the behavior of any animals is contingent to some extent upon the ability of Client, Participating Minor and/or other rider. Client warrants a full and fair disclosure of Rider's ability has been made to SVE. This assumption of risk and waiver applies to any and all employees, instructors, independent contractors, counselors, working students, or other individual providing or facilitating the provision of Equestrian Services, and expressly applies to Diane Cardona and/or Julie Rose Cardona in their individual capacities. _____ **[Client Initials]**
- 2.5. **Pets.** Client's pets, including dogs, are expressly prohibited upon the premises of OVF and/or



Sun Valley Equestrian LLC Liability Release & Authorization for Medical Treatment

SVE. Should client bring a pet on OVF and/or SVE premises in contravention of this provision, Client recognizes that this creates an extremely hazardous condition for Client's pet. Accordingly, Client assumes all risks in connection therewith, and expressly waives and forever disclaims any claims for any property damage and/or injury or death of Client's pets, including but not limited to any negligence on the part of SVE and/or OVF. _____ **[Client Initials]**

3. **Indemnity & Contribution.** Client agrees to hold harmless, indemnify, and defend SVE against any and all claims, demands, judgments, orders, costs, or expenses, including attorney's fees, which may in any way arise out of or be in any way connected with Client's interaction with SVE or SVE's horses, or use of equipment belonging to and/or offered by SVE. To the extent of the involvement of a minor, Client shall further indemnify, defend and hold Instructor harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitations of actions. _____ **[Client Initials]**
4. **Client's Horse.** In the event Client is using Client's own horse, Client warrants said horse shall be free from infection, contagious, or transmittable diseases. SVE reserves the right to refuse access to use any horse upon the premises that the horse does not appear to SVE to be in good health, or that SVE deems dangerous. _____ **[Client Initials]**
5. **Insurance.** Client warrants that he/she carries medical insurance. Should Client and/or any Client-affiliated minor require medical treatment, emergency or otherwise, as a result of, or in any way arising out of participation in equine activity while under the guidance of SVE, Client's insurance shall pay for the cost of treatment, and SVE shall be released from all financial liability and responsibility therewith, even if said treatment was ordered and/or requested by SVE, and irrespective of whether or not. _____ **[Client Initials]**
6. **Binding Arbitration.** The Parties agree that any claim or dispute brought against SVE arising out of, or relating to, this Agreement, including but not limited to claims relating to the interpretation of this Agreement, shall be resolved by mandatory binding arbitration. The arbitrators shall award actual, foreseeable consequential damages only, and shall be precluded from awarding any unforeseeable, liquidated or punitive damages whatsoever. Attorneys fees shall be awarded to the prevailing party in any arbitration under this Agreement. _____ **[Client Initials]**
7. **Choice of Law.** This Agreement shall be construed under California law, and the Parties agree that California law will apply to any disputes under this Agreement (excepting California conflicts of law rules), including in any arbitration. To the extent that Section 6 is deemed unenforceable, the parties submit to the exclusive jurisdiction of the U.S. District Court for the Northern District of California and/or the Superior Court of California, County of San Mateo.
8. **Choice of Venue.** Any and all action(s), including arbitration, shall take place within twenty five (25) miles of SVE's address in and around San Mateo County, California.
9. **Medical Release.** Client hereby gives the employees, associates, and representatives of SVE, including Diane Cardona, and any subcontractors, contractors or volunteers, my full permission to seek medical care for me on my behalf in the event I lose consciousness or am otherwise incapable of seeking care for myself, including my loss of ability to communicate. If I receive such care, I agree to indemnify and hold the above individuals harmless. I also agree to bear sole responsibility for any resulting expenses. _____ **[Client Initials]**



Sun Valley Equestrian LLC
 Liability Release & Authorization for Medical Treatment

10. **Integration.** This is the full and final Agreement of the Parties and the contents of this Agreement may only be modified in writing, signed by both parties, in accordance with the terms contained herein. Any and all evidence extrinsic to this Agreement, including any oral promise or modification hereto, is incompetent to prove modification.
11. **Severability.** Should any one of the provisions of this Agreement be held unenforceable by any Court or Tribunal, that provision may be severed and such a holding shall not affect the enforceability of any other provision or term of this Agreement.

I have read this agreement and understand that by signing this agreement I am giving up certain legal rights including the right to recover damages in case of injury, property of death. I have read this agreement and understand it is a promise not to sue and a release and indemnity for all claims as stated.

 Name and Signature of Client legal parent or guardian _____
Date

 Name and Signature of Authorized SVE Representative _____
Date

 Name and Signature of Participating Minor (if 13 years or age or older) _____
Date

Client to indicate by writing "I have read and understood the above" that you have read and understood the above.

_____ Initials: _____

Disclosure of Rider's experience, limitations, inhibitions, or disabilities (including allergies):



Identification & Emergency Information Form

TO BE COMPLETED BY RIDER OR RIDERS PARENT OR LEGAL GUARDIAN

NAME: Last First Middle Initial
 Telephone

ADDRESS Number Street City State
 Zip

Email _____ @ _____

Childs MOTHER'S NAME: Last First Home Phone Work
 Cell

ADDRESS Number Street City State
 Zip

FATHER'S NAME Last First Home Phone Work
 Cell

ADDRESS Number Street City State
 Zip

PERSON RESPONSIBLE FOR CHILD Last First Home Phone Work
 Cell

CHILD'S BIRTHDAY: **MEDICATION(S) CHILD IS TAKING** **KNOWN ALLERGIES (Medication or other)**

Email Address _____



Sun Valley Equestrian LLC
 Liability Release & Authorization for Medical Treatment

Persons To Be Contacted In An Emergency (If You Are Unavailable)

NAME: Last First Relationship Home Phone Work
 Cell

NAME: Last First Relationship Home Phone Work
 Cell

Physician & Dentist Information

PHYSICIAN: Name Address Telephone

Insurance Provider Plan Group #

DENTIST: Name Address Telephone

Insurance Provider Plan Group #

Email address _____@_____

CONSENT TO SEEK MEDICAL TREATMENT

As the parent, legal guardian, or agency representative, I hereby give consent to the Sun Valley Horse Camp and/or their representative(s) to seek and provide any emergency medical or dental care prescribed by a licensed physician (M.D.) or dentist (D.D.S.) This care may given under whatever conditions are necessary to preserve the life, limb, well-being of my dependent.



Sun Valley Equestrian LLC
Liability Release & Authorization for Medical Treatment

Parent/ Legal Guardian Printed Name

Signature

Date