



WITNESS THIS AGREEMENT, made on _____ (date), by and between Sun Valley Equestrian, hereinafter referred to as SVE and _____, hereinafter referred to as "Instructor", and _____, hereinafter referred to as "Rider", and, if Rider is a minor, Rider's parent or legal guardian, _____. The above parties hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.**

- a. Rider acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to: the propensity of equines to behave in such ways as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or 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; 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. _____
- b. Rider 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. Rider assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising therefrom. Rider agrees to abide by and follow SVE's directions, rules, and regulations, including that safety gear be used diligently. Rider further acknowledges that the behavior of any animals is contingent to some extent upon the ability of Rider. Rider warrants a full and fair disclosure of Rider's ability has been made to Instructor. _____
- c. Rider assumes all risk arising out of or in any way connected to participation in equine activity, and expressly releases SVE any and all claims for personal injury or property damage, except for that caused by the gross negligence of SVE. _____

WARNING:

You are advised that there are inherent risks, including the risk of serious injury or death, while engaged in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death. _____

2. **Hold Harmless.** Rider (or Rider's parent or guardian) 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 Rider's interaction with SVE or SVE's horses, or use equipment belonging to and/or offered by SVE. In the event Rider is a minor, the parent or legal guardian 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.

3. **Rider's Horse.** In the event Rider is using Rider's own horse, Rider 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. _____
4. **Insurance.** Rider warrants that he/she carries medical insurance. Should Rider require medical



Sun Valley Equestrian LLC
Liability Release

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, Rider's insurance shall pay for the cost of treatment, and SVE shall be released from all financial liability and responsibility therewith. _____

5. **Claims.** Any action brought under this agreement shall be brought within six (6) months of the incident or accident-giving rise to said claim. In the event a claim is made, SVE reserves the right to collect attorney's fees from Rider, or Rider's representatives or associates. _____

6. **Medical Release.** I, _____ (Rider) hereby give the employees, associates, and representatives of Sun Valley Equestrian, including Diane Cardona, Juliette Page, 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. _____

7. I agree to abide by and follow any instructions given or rules established by Sun Valley Horse Camp and its employees, whether written or verbal. _____

8. I agree that the forgoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by such law, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. _____

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 Rider/Rider's legal parent or guardian)
(Date)

(For SVE; print name and sign)

(Date)

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

_____ Initials: _____

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



Identification & Emergency Information Form

Sun Valley Equestrian Contact: Diane Cardona
30 Fleetwood Drive
Daly City, CA. 94015 (415)420-3817

TO BE COMPLETED BY BOARDER OR BOARDER'S PARENT OR LEGAL GUARDIAN

NAME: Last First Middle Initial Telephone

ADDRESS Number Street City State Zip

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)**

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.

Parent/ Legal Guardian Printed Name

Signature

Date