anaheim hills

saddle club inc.

Release and Waiver of Liability
Assumption of Risk and Indemnification Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF ANAHEIM HILLS SADDLE CLUB , ITS INSTRUCTORS, ITS OWNERS, VOLUNTEERS, AND AGENTS ("THE RELEASEES").

I, _____(and my minor child)_____
(hereinafter the "Undersigned"), residing at (Street Address)_____
_____, in (City)_____,(State)_____Zip)_____.
In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses, and assigns, THE UNDERSIGNED HEREBY:

1. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES 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 or past performance. I voluntarily assume the risk and danger of injury or death inherent in the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Releasees.

2. Acknowledge that a horse or pony may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

3. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Releasees for any loss, damage, injury (including death) or cost to me or my child arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Releasees. I hereby release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, repair, upkeep or adjustment of saddles or bridles, instruction on riding sklls or leading and supervising riders or the use of any equipment provided by the Releasees or being on the premises of the Stable, which resulted in loss, damage, injury or death.

4. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Releasees from and against any loss liability, damage, or cost they may incur arising out of or in any way connected with either me or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided by the Stable or any Releasees.

5. Agree to abide by and follow any instructions given to me or my minor child, or rules established by the Releasees or any of its employees, agents, instructors, guides, or wranglers with regard to me or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

6 Agree that I, the Undersigned, have read and understood the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

7. Agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. I, the Undersigned, acknowledge that this document is a contract and agree that if a lawsuit is filed against, Anaheim Hills Saddle Club, Inc., or its owners, agents, employees, guides, or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

8. UNDERSTAND AND ACKNOWLEDGE THAT A PROTECTIVE HELMET IS

AVAILABLE AND HAS BEEN OFFERED FOR MY OWN AND/OR MY CHILD'S SAFETY. IT IS MY UNDESTANDING THAT **A PROTECTIVE HELMET IS REQUIRED FOR ANYONE UNDER THE AGE OF 18** AND IS RECOMMENDED FOR ALL RIDERS. ALL RIDERS OVER THE AGE OF 18 THAT CHOOSE TO RIDE WITHOUT A HELMET DO SO AT THEIR OWN RISK.

9. Agree that any controversy or claim arising out of or relating to this Release, or the breach thereof, shall be settled by arbitration administered by the JAMS (Judicial Arbitration and Mediation Service, Inc.) or to any other alternative dispute resolution organization within 50 miles of Anaheim Hills Saddle Club, Inc. and the opposing party to this Agreement. The organization shall select an arbitrator from a provided list of at least 5 proposed arbitrators from which each side may strike not more than 2 names. If each side proposes arbitrators from different organizations, the least expensive selected shall arbitrate the matter. If both organizations cost the same, the closest to the premises will be used. The arbitrator shall be a retired California judge, or an attorney with at least 30 continuous years of lawyering experience. JAMS "Streamlined Arbitration Rules & Procedures" shall apply and are available here: https://www.jamsadr.com/rules-streamlined-arbitration/

Arbitration is self-executing; the arbitrator shall determine all issues including whether the dispute is covered and may be arbitrated or not arbitrated. 1. Discovery is allowed per Federal Rules of Civil Procedure, not more than three depositions, all other forms of discovery and pretrial motions allowed, to be governed by federal procedure, unless for good cause the arbitrator allows more or less discovery. 2. The decision of the arbitrator is final. Arbitrator to apply legal standards based on preponderance of legally admissible evidence. All claims and defenses are permitted for all parties, including res judicata, collateral estoppel, and the inherent power to sanction improper, abusive, vexatious litigants and frivolous conduct.

I have read and understood this document. I will not sue and I release all claims. Further, I indemnify and hold harmless Anaheim Hills Saddle Club, Inc., its instructors, owners, agents, employees, and volunteers for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasee allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability are worth the pleasure of the horseback riding experience and acknowledge that the same is valuable consideration for this Release and Waiver of liability.

I have read and understood the above Release and agree to abide by its terms.

Name (please print):_____

Signature: _____Date: _____