



Mon Coeur Cheval Stables

Liability Waiver

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

By signing this Agreement, you are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage.

Read this Agreement carefully before signing it. Your signature indicates your understanding of, and agreement to its terms.

I, _____ hereinafter referred to as the "Undersigned".

On behalf of myself, my personal representatives, heirs, next-of-kin, spouses and assigns hereby:

- 1) I acknowledge that horseback riding is a dangerous activity and involves risks that can cause serious injury and in some cases death, because of the unpredictable nature and behavior of horses, regardless of their training level and past performance.
- 2) I acknowledge that a horse(s) may, without warning or any apparent cause, spook, buck, stumble, fall, rear, bite, kick, run, jump obstacles, step on a person's body or property, push or shove a person, saddles or bridles may loosen or break, all of which may cause the rider to fall or to be jolted resulting in serious injury or death.
- 3) I voluntarily assume the risks and danger of injury or death inherent in the use of the horse(s), equipment and gear provided to me by the Stable, Owners, Trainers, Volunteer's and or Employee's of this facility and/or business.
- 4) RELEASE-DISCHARGE and PROMISE NOT TO SUE the stable or Trainers doing business under its on name and /or any of its Owners, Officers, Employees, Horse Owners, Equipment Owners, Property Owners, Working Students, Volunteers or Agents (hereinafter referred to as the "Releases") for any loss, liability, damage, or injury (including death) to my person or property.
- 5) Release of any "Releases" from any claim that such are, or may be negligent in connection with my riding experience or ability, including, but not limited to training or selecting horses maintenance, care, fit or adjustments of saddles, bridles, or any other equipment, instruction on riding skills or leading and supervising riders.
- 6) INDEMNITY AND SAVE AND HOLD HARMLESS The stable, (Mon Coeur Cheval Stables, Christy Ranch, Double J Ranch, and any/all other lesson/activity locations) Owners, Lessors, Trainers, and employees, Agents, Working students or Volunteers against loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse(s) and any equipment or gear provided with or any acts or omissions of any ("Releases")
- 7) I agree to abide by and follow any instruction given or any rules established by the Stables or Trainers or any of its Employees or Agents, Working Students or Volunteers, ("Releases"), with regard to my use of the horse(s) or any equipment or gear provided.
- 8) The Undersigned agrees that the foregoing RELEASE AND WAIVER OF LIABILITY. ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT Is governed by the State of

California and is intended to be as broad and inclusive as is permitted by California Law, and that in the event of 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 anyway and shall continue in full legal force and effect.

9) I acknowledge that this document is a contract and agree that if a. Lawsuit is filed against the Stables or its Trainers, Owners, Property Owners, Facility Owners or Agents, Horse Owners or Agents, Lessors, Agents, Employees, Working Students or volunteers for any injury or damage in breach of this contract, the Undersigned will pay all and any attorneys fees and cost incurred by any ("Releases").

10) Additional Risks Posed by Wildfires: I understand that portions of the Western United States are at elevated risk of wildfire throughout the year. Wildfire are, by their nature, fast moving, unpredictable, and dangerous. Wildfires can change course, forcing the farm to undertake emergency evacuation of horses and with sufficient time, equipment, from the facility. However, despite its best efforts, Mon Coeur Cheval cannot guarantee that it can prevent or limit all wildfire loss. Understand that in an emergency situation caused by wildfire in the area where the farm is located, (as well as the farms employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation efforts in good faith to minimize injury to or loss of horses and equipment on the premises and/or in the farm's care, custody or control. Depending on numerous circumstances during a wildfire including lack of staff, trailers, truck fuel, visibility, severity of fire conditions, risks to humans and governmental directives restricting access, Mon Coeur Cheval Stables response and mitigation efforts could potentially result in some horses receiving attention while other horses may not. I acknowledge and agree that Mon Coeur Cheval Stables will proceed as reasonable as rollable should a wildfire emergency occur. However, I understand that even with the best advance planning and efforts, there is never a guarantee that the farm can save every horse on the property and all equipment.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE AND A RELEASE OF LIABILITY AND INDEMNITY FOR ALL CLAIM AGAINST MON COEUR CHEVAL STABLES, DBA, CHRISTY RANCH, DOUBLE J RANCH, ANY OF ITS TRAINERS, OWNERS, AGENTS, EMPLOYEES, WORKING STUDENTS OR VOLUNTEERS, ("RELEASES").

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____

PHONE NUMBER: _____

ADDRESS/CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

Name and Date of Birth of Minor if Applicable: _____

Name of Parent or Guardian Signing for Minor: _____