



## EQUESTRIAN CENTER AND TRAINING CENTER

CLF PROPERTIES, LLC

### **Release and Hold Harmless Agreement**

Rider Name \_\_\_\_\_ DOB \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Address \_\_\_\_\_

City/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

#### **DEFINITIONS**

“Directly engages in an equine activity” means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or un-mounted, but does not mean a Spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

“Equine activity” means (1) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, combined training, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games (2) equine training or teaching activities (3) boarding equines (4) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received a monetary consideration or other value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (5) rides, trips, hunts, or other activities of any type with equine however informal or impromptu that are sponsored by an equine activity sponsor.

“Equine professional” means a person or his agent engaged for compensation in (1) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (2) renting equipment or tack to the participant.

“Spectator” means any person in the vicinity of an equine activity whether watching the activities or simply in the area.

“Participant” means any person, whether amateur or professional, who directly engages in a equine activity, whether or not a fee is paid to participate in the equine activity.

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### DESCRIPTION OF RISKS

ALL OF THE ABOVE NAMED UNDERSTAND THAT THERE ARE RISKS INHERENT IN DEALING WITH HORSES AND PONIES (EQUINE ACTIVITY). SOME OF THE INHERENT RISKS INCLUDE:

- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals.
- The potential for an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.
- That there may be hazards including, but not limited to, surface or substance conditions.
- The possibility of a collision with another equine, another animal, a person, or an object.
- The potential of an equine activity Participant to act in a careless manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to failing to maintain control over an equine or failing to act within the ability of the Participant.

Participants and Spectators further understand the examples of the equine activity taking place at Canyon Lake Farm Equestrian Center and/or Training Center include but are not limited to:

- Riding, jumping, showing, trail riding, lunging, leading and similar activities.
- Routine care and feeding of the equines, including veterinary and farrier services.
- Traveling, loading and unloading of equine.
- Breeding activity, both natural and artificial

### ACKNOWLEDGEMENT OF RISK

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Tracy Fincher, Canyon Lake Farm Equestrian Center and Training Center and their agents and employees, Tracy Fincher, Canyon Lake Farm Equestrian Center and Training Center ("Center"), and CLF Properties LLC of 30003 San Timoteo Canyon Rd, Redlands, CA 92373 "Ranch" understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies) and claims.

2. I understand there are potential dangers in mounting, riding, walking, boarding, feeding and other actions with said horse, including, but not limited to, interactions with others, others' horses and dogs. Understanding those risks, I hereby release the Center, its officers, directors, shareholders, employees and anyone else directly connected with the Center from any liability whatsoever in the event of injury or damage of any nature (perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, or be a Spectator at such event, at Center and Ranch facilities.

(initial)\_\_\_

3. I understand that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys) as itemized above.

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(initial)\_\_\_

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and or damage to property.

(initial)\_\_\_

5. I, \_\_\_\_\_, acknowledge that I have read the above statements and definitions and hereby indemnify and hold harmless Tracy Fincher, Center, Ranch, and the employees or owners from any liability arising from accident, injury, theft, or damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction. This agreement shall continue for each and every visit to the Ranch property.

(initial)\_\_\_

7. I understand the rules of Center and Ranch and will adhere to them strictly.

(initial)\_\_\_

8. Wearing an ASTM/SEI approved hard-hat is **REQUIRED** while riding or driving for all Participants who are under the age of 18, and is **REQUIRED** at all times while jumping. If deemed necessary to wear a hard-hat under the discretion of Tracy Fincher, I, the Participant, agree to wear one at all times while riding or driving, no matter what my age.

Participant x \_\_\_\_\_

In addition, I, \_\_\_\_\_, (student/rider named above or, if a minor, the parents/guardians) hereby grant permission and authority to Tracy Fincher, Canyon Lake Farm Equestrian Center and Training Center and CLF Properties, LLC, its officers and authorized employees to act for us in executing our verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the Participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Tracy Fincher and CLF Properties, LLC, its officers, agents and employees, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at Ranch or participating in any activity sponsored by Tracy Fincher, Center or Ranch, and from any liability connected with obtaining prompt medical attention for the rider named above.

MINORS

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the forgoing Release and Hold Harmless Agreement and in consideration of Tracy Fincher, Center and Ranch allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

Release and Hold Harmless Agreement

The undersigned declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Date \_\_\_\_\_ Signed: \_\_\_\_\_

Print Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_