

# Victoria Dye Equestrian LLC

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARTICIPATION 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, \_\_\_\_\_, the undersigned, in consideration of my participation horseback riding, training, competing, handling, and other related activities hereby agree to release and discharge Victoria Dye Equestrian LLC (hereinafter VDE), Victoria Dye (hereinafter VD), and the Town of Los Altos Hills (hereinafter Town) on behalf of myself, AND my minor child \_\_\_\_\_, my heirs, assigns, personal representative and estate as follows:

### **ASSUMPTION OF INHERENT RISKS**

1. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **understand and acknowledge** that the activities of horseback riding, training, competing, and handling, of which I or my minor child are about to voluntarily engage in as a participant and/or volunteer bear **certain known risks and unanticipated risks which could result in injury, permanent disability, death, illness or disease, physical or mental, or damage to myself, my family members, my property or to spectators or other third parties.** The following describes some, but not all of those risks:
  - a. A horse 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 all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
  - b. Equipment may fail; saddles or bridles may loosen or break resulting in serious injury or death.
  - c. Additional risks include but are not limited to those caused by the actions of other people including but not limited to co-participants. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S) hereby assume **ALL** of the risks of participating in horseback riding, training, competing, handling, and other related activities.
2. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **acknowledge that horseback riding, training, competing, and handling are dangerous activities and involve RISKS that may cause SERIOUS INJURY, PERMANENT DISABILITY, AND IN SOME CASES DEATH,** because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury, permanent disability, or death** inherent in the use of the horse, equipment, and gear provided to me by VDE, VD, and Town, and understand that equipment can fail at any time thereby resulting in injury.
4. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury, permanent disability, or death** inherent in the use of the stables and property located at 27210 Altamont Road, Los Altos Hills, CA and any other location where Victoria Dye Equestrian LLC does business.

#### **WAIVER OF LIABILITY FOR NEGLIGENCE**

5. **I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), RELEASE** VDE, VD, and Town today and on all future dates from **ANY CLAIM** of injury, permanent disability, death, other damage or loss resulting from my or my minor child's participation, or as a result of the **ORDINARY NEGLIGENCE** of VDE, VD, and Town their employees and agents **in connection with my or my minor child's participation horseback riding, training, competing, handling, and other related activities, INCLUDING BUT NOT LIMITED TO** training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders on trails or in an arena, and the maintenance and care of the property located at 27210 Altamont Road, Los Altos Hills, CA.

#### **INDEMNIFICATION AGREEMENT**

6. **I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree to HOLD HARMLESS, DEFEND, AND INDEMNIFY** VDE, VD, Town, and their employees and agents (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, family members, or others arising from:
  - a. **my or my minor child's participation horseback riding, training, competing, or handling;**
  - b. **arising out of or in any way connected with either my or my minor child's use of the horse and any equipment or gear provided therewith or any acts or omissions of employees or agents OR**
  - c. **arising out of claims of co-participants, rescuers, and others arising from the conduct of my or the minor participant's participation in horseback riding, training, competing, or handling.**

#### **COVENANT NOT TO SUE**

7. **I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), RELEASE, DISCHARGE AND PROMISE NOT TO SUE** VDE, VD, and Town doing business under their own name or any other name and/or any of their employees, or agents **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, PERMANENT DISABILITY, OR INJURY (INCLUDING DEATH) TO MY OR MY MINOR CHILD'S PERSON OR PROPERTY.**

### **HELMET REQUIREMENT**

8. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that no person will be allowed to mount any horse or pony located on the property where VDE does business without wearing an ASTM-standard and SEI certified helmet.
9. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that while VDE, VD, and Town require me to wear an ASTM-standard and SEI certified helmet they do so while WARNING that no protective equipment can guard against all injuries.

### **VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE**

10. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Santa Clara County, California and further agree that the substantive laws of the State of California shall apply in any action brought.
11. The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California 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.
12. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), acknowledge that this document is a contract and agree that if a lawsuit is filed against VDE, VD, and Town or their owner, agents, employees for any injury or damage in breach of this contract, the prevailing party will be entitled to recover attorney fees and costs.
13. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand that this is the entire Agreement between myself (and minor child if applicable) and VDE, VD, and Town and cannot be modified or changed in any way by the representations or statements of any employee or agent or by me.
14. **MY SIGNATURE BELOW INDICATES THAT I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.**
15. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with VDE, VD, and Town, I consent to the child's participation and **AGREE**, to all of the above provisions and **AGREE** to assume all of the obligations of this release on the child's behalf.

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Printed name of Participant

Date

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Signature of Participant or Parent or Guardian #1 if Participant is under 18.

Date

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Signature of Parent or Guardian #2 if Participant is under 18.

Date