

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR PARTICIPANTS IN SPECIAL EQUESTRIAN EVENTS AT THE BEAR VALLEY SPRINGS EQUESTRIAN CENTER

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Horse Riding.

I, whose name and signature appear below, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with equestrian sports, including showing, competitions, exhibitions and play days. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in horse riding and driving is significant including the potential for permanent disability and death.
2. Possible equipment failure and/ or the malfunction of my own or other's equipment.
3. My own negligence and/ or the negligence of all others, including employees, agents, independent contractors or representatives of the Bear Valley Springs Association, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles, bridles, and other tack may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe head injuries to the head, neck and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/ or varied wind, temperature, and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/ or other animals.
16. Fatigue, chill, and/ or dizziness, which may diminish my/ our reaction time and increase the risk of accident.
17. Loss of my sense of balance, physical coordination, and ability to follow instructions.

(I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.)

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN ANY WAY IN HORSE SHOWING OR RELATED ACTIVITIES, I HEREBY AGREE, ACKNOWLEDGE AND APPRECIATE THAT:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by negligence or otherwise, the following persons; the Bear Valley Springs Association and Bear Valley Springs Community Services District; and managing or sponsoring event groups, including their officers, members and volunteers.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

S/ _____
Signature of Minor Participant

Name of Minor Participant (Please Print)

Date

S/ _____
Signature of Adult Responsible for Minor

Name of Adult Responsible for Minor (Please Print)

Date

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND
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THE BEAR VALLEY SPRINGS EQUESTRIAN CENTER
(CONTINUED)**

PROTECTIVE HEADGEAR

Managers, Sponsors, and Clinicians of Special Events at the Bear Valley Springs Equestrian Center may, solely at their discretion, waive mandatory use of protective ASTM/SEI approved safety headgear by participants in their activities. Such waiver does not remove the requirement below:

As a participant in a special equestrian event held at the Bear Valley Springs Equestrian Center, I affirm and acknowledge that riding a horse without wearing protective, ASTM/SEI approved head gear could, in the event of an accident, result in head injuries more severe than if such head gear is worn, and, by signing the space below, expressly assume the risks associated with riding a horse without wearing protective head gear.

S/ _____ Signature of Adult Participant	_____ Name of Adult Participant (Please Print)	_____ Date
S/ _____ Signature of Minor Participant	_____ Name of Minor Participant (Please Print)	_____ Date
S/ _____ Signature of Adult Responsible for Minor	_____ Name of Adult Responsible for Minor (Please Print)	_____ Date

MEDICAL CARE & EMERGENCY NOTIFICATION

I give my permission to the Association, its employees, agents and representatives, and/or the person or entity engaged to conduct the Activity, to obtain emergency medical care for me, if considered by them to be necessary. In case of an emergency, the following person(s) should be contacted:

Name: _____	Name: _____
Phone: _____	Phone: _____
Relationship: _____	Relationship: _____