

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**NORTH GAIT EQUESTRIAN CENTER**

**JILL AND STEVE HENDERSON**

**KELLY BARNES AND DAN GALLEGHAR**

**INDEPENDENT CONTRACTORS**

**1101 North Gate Rd.**

**Walnut Creek, CA. 94598 (925)932-2282**

**Horseback Riding and Related Activities Agreement &  
Liability Release Form**

**Read Carefully Before Signing: Serious Injury May Result From Participation  
In This Activity.**

**INSTRUCTOR DOES NOT GUARANTEE YOUR SAFETY.**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding and riding instruction as a student of INSTRUCTOR, and that this student will either ride his/her own horse or school horse provided by INSTRUCTOR for instructional purpose, today and on all future dates.

**B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS**- This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of INSTRUCTOR's physical location. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", shall herein refer to the above registered student rider and the parents or legal guardians thereof a minor.

**C. ACTIVITY RISK CLASSIFICATION- I UNDERSTAND THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

**D. NATURE OF INSTRUCTOR'S SCHOOL HORSES - I UNDERSTAND THAT:** INSTRUCTOR chooses its school horses for their calm dispositions and sound basic training as is required for STUDENT RIDERS, and INSTRUCTOR follows rigid safety program. Yet, no riding horse is a completely safe horse. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: Stopping short, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting, or Running from danger.

**E. RIDER RESPONSIBILITY- I UNDERSTAND THAT:** Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I AGREE THAT THE RIDER SHALL BE RESPONSIBLE FOR HIS/HER SAFETY.

**F. CONDITIONS OF NATURE - I UNDERSTAND THAT:** INSTRUCTOR is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person.

**G. SADDLE GIRTHS/NATURAL LOOSENING - I UNDERSTAND THAT:** Saddle girths (saddle fasteners around horse's belly) may loosen during ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

**H. ACCIDENT/MEDICAL INSURANCE - I AGREE THAT:** Should Emergency or other medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. I shall also pay any medical insurance deductibles.

**I. PROTECTIVE HEADGEAR WARNING - I AGREE THAT:** I have been fully warned INSTRUCTOR Requires Protective Headgear and advised by INSTRUCTOR that I MUST wear protective headgear ( Equestrian or Bike helmet) and do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and even prevent death from happening as a result of a fall or other occurrence.

**J. LIABILITY RELEASE-** In consideration of INSTRUCTOR allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release INSTRUCTOR, it's owners, agents, employees, officers, members, premises owners, and affiliated organizations from legal liability due to THIS INSTRUCTOR'S ORDINARY NEGLIGENCE; and I do further agree and accept that IN THE EVENT OF THIS INSTRUCTOR'S GROSS AND WILLFUL NEGLIGENCE, I shall bring no claims, demands, actions, and causes of action, and/or, litigation, against INSTRUCTOR and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of INSTRUCTOR, to include while learning about riding, or while riding, handling, or otherwise being near horses owned by or in the care, custody and control of INSTRUCTOR. All Parents or Legal Guardians must sign below after reading this entire document.

**SIGNER STATEMENT OF AWARENESS:** I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

**I further agree that I will defend, indemnify and hold harmless Jill Stern-Henderson, Steven H. Henderson, dba NORTH GAIT EQUESTRIAN CENTER, the owners of the said premises and properties, and those listed above against any**

**claims , demands, and causes of action including court costs, and attorneys' fees, directly or indirectly, arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release, including any and all claims of every kind and nature whatsoever whether known or unknown, and I expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims. All parties knowingly waive their right to trial by jury.**

SIGNATURE OF RIDER or PARENT \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_