

# Zayante Creek Equestrian Center

## VOLUNTARY RELEASE AND INDEMNITY AGREEMENT

1. Voluntary Participation. I, (Participant, Parent, or Legal Guardian's name) \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in horseback riding and training (which shall also include from time to time, handling, grooming, jumping, and other activities "horseback riding") offered by Zayante Creek Equestrian Center.
2. Assumption of Risk. I UNDERSTAND THAT HORSE AND PONIES ARE UNPREDICTABLE AND DANGEROUS, THAT HORSEBACK RIDING IS A HAZARDOUS ACTIVITY, AND THAT THERE IS INHERENT DANGER TO ME, MY HORSE, AND MY EQUIPMENT INVOLVED IN THAT ACTIVITY. I HAVE INSPECTED THE AREA WHERE THE HORSEBACK RIDING WILL BE CONDUCTED. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGES, INJURY, OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:  
  
(Participant, Parent, or Legal Guardian's initials) \_\_\_\_\_
3. No Representations or Warranties. I acknowledge that Zayante Creek Equestrian Center, nor any of their affiliates, employees, or agents has made, or is making, any representations, warranties, or guarantees with respect to any services provided. I thereby waive all remedies, warranties, guaranties, or liabilities, express or implied, with respect to any services provided, arising by law or otherwise.
4. Release, Discharge, and Covenant Not to Sue. As consideration for being permitted by Zayante Creek Equestrian Center, to participate in these activities, I, on behalf of myself and my heirs, executors, administrators, and assigns, hereby release Zayante Creek Equestrian Center, their affiliates, employees, principals and agents, and any owners or provider of facilities at which or with which such services are conducted (all referred to as "releasees") from any and all actions, claims, demands, and liability now or at any time hereafter arising out of my participation in horseback riding or training. I hereby agree that I, my heirs, executors, administrators, and assigns, will not make a claim against, sue, or attach the property of any of the releasees for any injury, death, damages, or property damage (including any injury to my horse) resulting from or arising out of any acts or omissions of releasees, including without limitation any negligence, of releasees.
5. Indemnity Agreement. I further agree that I will defend, indemnify, and hold harmless Zayante Creek Equestrian Center, and their respective affiliates, employees, principals, and agents, against all actions, claims, demands, and liabilities (including court costs and attorney's fees) related to any injury, death, damages, or property damage resulting from or arising out of my participation in horseback riding and/or training.
6. Stable Rules. I have read and agree to abide by the Stable Rules implemented by Zayante Creek Equestrian Center.  
  
(Participant, Parent, or Legal Guardian's initials) \_\_\_\_\_

I HAVE CAREFULLY READ THIS VOLUNTARY RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN THE HORSEBACK RIDING AND TRAINING. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Executed in California, on \_\_\_\_\_, 20\_\_

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

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

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

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

\_\_\_\_\_  
(Signature of Participant, Parent or Legal Guardian)

PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENT OR LEGAL GUARDIAN:

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_. I confirm that I have read the foregoing Voluntary Release and Indemnity Agreement and understand its contents. I understand that it is a release of all claims. I assume all risks related to my child's participation in the horseback riding and training. I expressly agree that the terms and conditions of the Voluntary Release and Indemnity Agreement shall apply to and be binding upon me and my child in all respects insofar as it pertains to his or her participation and to any injury, death, damages, or property damage my child or his or her horse may sustain or cause as a result of such participation. I hereby authorize Zayante Creek Equestrian Center, and its employees, principals, and agents to initiate emergency first aid treatment for my child in the event of an accident. I also hereby authorize any and all necessary emergency medical treatment by professional medical personnel in such event. I warrant that I have health an accident insurance covering my child.

Executed in California, on \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature of Parent or Legal Guardian)

# Zayante Creek Equestrian Center

## Medical Release

If medical care is required for myself or my child, \_\_\_\_\_ (participant), in conjunction with any Zayante Creek Equestrian Center activities and if normal permission is not available in a timely manner, the undersigned authorizes appropriate medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment.

### RELATED INFORMATION:

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Parent(s)/Guardian(s): \_\_\_\_\_

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

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

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

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

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

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

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

Physician: \_\_\_\_\_

Known Allergies: \_\_\_\_\_

Current Medications: \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**SPECIAL INSTRUCTIONS TO BE COMPLETED BY PARENT/GUARDIAN:** As Parent or Guardian of the above named child, please attempt to contact me at the time of an accident or illness without postponing medical treatment.

Other Information or Instructions: \_\_\_\_\_

**I HAVE READ THE MEDICAL RELEASE AND AGREE TO ITS TERMS:**

\_\_\_\_\_  
Signature of Participant, Parent, or Guardian

\_\_\_\_\_  
Date