



Coastal Equine
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING

_____ I agree to the following agreement with Coastal Equine, (hereafter, "Stable"), as a condition for its allowing me, and persons identified below, to enter the Stable's premises as well as all surrounding land including arenas, pastures, trails and open areas (this property will hereafter be referred to as the "Stable Property"), be on the Stable Property, be near horses or ponies, handle horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near or off of the Stable Property.

NAME OF CONTRACTING PARTY:

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent):

ADDRESSES OF CONTRACTING PARTIES:

PHONE: [Home] _____ [Business] _____

[Cell/Other] _____

_____ I am also making this agreement on behalf of the following, who are my children or legal wards:

1. _____ AGE: _____ 2. _____ AGE: _____
Child's Date of Birth: _____ Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This agreement is and shall be binding each time – now and in the future – when Stable permits me (directly or indirectly) to enter the Stable Property, be

on the Stable Property, be near horses or ponies, handle horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near, or off of the Stable Property.

IT IS HEREBY AGREED AS FOLLOWS:

1. ____ I have requested to enter the Stable Property, be on the Stable Property, be near horses or ponies (hereafter referred to collectively as "equines"), handle equines, receive riding instruction or guidance, and/or ride equines on, near, or off of the Stable Property.

2. ____ **Risks and Express Assumption of Risk.** I understand that anyone riding, handling, or even near an equine can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse are to jump forward or sideways, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to persons, equines, or other animals near them. I understand these risks and dangers inherent in horse related activities can occur with or without negligence on part of Stable.

Further, I understand that riding, handling or being near a horse can expose me to numerous hazards, which could include, for example: the propensity of a horse to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on or off of the Stable Property; and/or collisions with other equines, animals, or objects. I understand these risks and dangers inherent in horse related activities can occur with or without negligence on part of Stable, and I expressly agree to assume these risks. I also understand that these are just some of the risks, and I agree to assume others not mentioned above. I am not relying on Stable to list for me in this document all possible risks that relate to equines and that relate to being on or near the Stable Property.

3. ____ **LIABILITY WAIVER AND RELEASE/EXPRESS ASSUMPTION OF RISK.** As lawful consideration for being permitted to enter the Stable Property, be on the Stable Property, be near equines, handle equines, ride equines, and/or receive riding instruction or guidance on or off of the Stable Property, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term "damages" means, for example, medical expenses, losses incurred because of bodily injuries, property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Coastal Equine, Lindsey Marie James, and her respective employees, agents, officers, directors, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same is caused by the ordinary negligence of these parties or not. I hereby agree to assume full responsibility for any risk of damages, bodily injuries, or other injuries or losses whether known or unknown, anticipated or unanticipated, resulting from or arising out of entering the Stable Property, being on the Stable Property, being near equines, handling equines, riding equines, and/or receiving riding instruction or guidance on or off the Stable Property.

4. ____ **INDEMNITY AGREEMENT.** I also agree to indemnify and hold harmless Coastal Equine, Lindsey Marie James, and her respective employees, agents, officers, directors, managers, insurers,

representatives, heirs, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by my minor children, legal wards and/or any third person(s) ["third persons" are any people who are not parties to this Agreement], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while entering the Stable Property, being on the Stable Property, being near equines, handling equines, and/or riding equines (regardless of who owns them) on or off of the Stable Property. This indemnity agreement shall apply regardless of whether or not the injury, death, or damage incurred by others is caused by the ordinary negligence of Coastal Equine, Lindsey Marie James, and her respective employees, agents, officers, directors, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf. The indemnification shall include reimbursement of the attorney's fees of Stable and those persons or entities directly associated with Stable.

5. ASTM/SEI Headgear. I agree to be fully responsible for my own safety while on or off of the Stable Property. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear for use when riding or when near equines. I am not relying on Stable to provide a certified helmet for me, to check any helmet or strap I may wear, or to monitor my compliance with this suggestion at any time – now or in the future.

6. Emergencies. Person(s) to Contact in Case of Emergency:

Name: _____

Phone No.: _____

Relationship: _____

7. Independent Trainers/Riding Instructors. I am aware that independent riding instructors may occasionally do business on the Stable Property (with Stable's advance written approval only), but they operate as wholly independent businesses and are not employees, partners, or in joint venture with Stable.

8. Health and Disabilities. Many disabilities have accompanying conditions that pose special physical risks to the participant during exercise. Riding equines and equine activities are exercise. I understand that Stable recommends that I seek the advice of a physician before participating in activities that involve riding or being near equines. Also, I want Stable to be aware of the following disabilities that may affect my ability to ride and/or handle an equine: _____

9. Governing Law/ Enforceability. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is governed by California law and is intended to be as broad and inclusive as California law permits. Should any part of this document conflict with California law, only that clause will be null and void and the remainder shall stay in full force and effect at all times – now and in the future. It is also agreed that any disputes arising under this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to San Luis Obispo, California.

10. Modifications/Breach. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement can only be modified by a written agreement that is signed by me and Lindsey Marie James. If I breach this Agreement, I agree to pay the attorney's fees and court costs related to such breach that are incurred by Stable as well as those persons and/or entities that are directly affiliated with Stable.

11. **ALSO, I REPRESENT THAT:**

_____ I AM AT OR OVER 18 YEARS OF AGE AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEGAL WARD) I AM THE MINOR'S PARENT OR LEGALLY-APPOINTED GUARDIAN;

_____ I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;

_____ I HAVE READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (BOTH PAGES), AND I FULLY UNDERSTAND IT;

_____ I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT; AND

_____ INFORMATION I HAVE PROVIDED IN THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse or Other Parent):

DATE : _____

SIGNATURE OF STABLE REPRESENTATIVE: _____

DATE : _____



Coastal Equine
SAFETY HELMET/PROTECTIVE HEADGEAR STATEMENT

PRINT NAME OF CUSTOMER/GUEST: _____

ADDRESS OF CUSTOMER/GUEST: _____

_____, I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Coastal Equine, that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when riding horses or even when near horses in order to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences. *I am not relying on Coastal Equine, to provide a certified helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. **If I choose to wear a helmet or if I choose not to, this is my decision alone.***

_____ I also understand I am required to wear a helmet, even after signing this waiver, at all times when jumping.

SIGNATURES:

CUSTOMER/GUEST: _____

DATE: _____

SPOUSE OF CUSTOMER/GUEST: _____

DATE: _____

PARENT/GUARDIAN OF MINOR CHILD: _____

DATE: _____