

# Monte Verde Ranch

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Monte Verde Ranch, LLC, (MVR), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as MVR), I hereby agree to release, indemnify, and discharge M&M, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to oneself, to property, or to third parties. I understand that such a risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct of fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, MVR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. Our participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MVR and any of its officers, agents, employees, or licensees, harmless from any and all claims, demands or causes of action, which are in any way connected with any participation in this activity or my use of MVR's equipment, horse or facilities, including and such claims which allege negligence acts or omission of MVR.

4. Should MVR or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, we agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that we have adequate insurance to cover any injury or damage we may cause or suffer while participating, or else we agree to bear the costs of such injury or damage to oneself. We further certify that we are willing to assume the risk of any medical or physical condition we may have.

6. In the event that we file a lawsuit against MVR, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MVR on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document, I have read and understand it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

### PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by MVR to participate in its activities and to use its equipment, horses and facilities, I further agree to indemnify and hold harmless MVR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

### PROTECTIVE HELMET REFUSAL AGREEMENT ADDENDUM

I have been fully warned and advised by MVR that we should wear a properly fitted and secured(Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of MVR, common sense and MVR insurance company, I am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless MVR from any and all claims that are brought by, or on behalf of myself and as the result of head trauma resulting from participation in any horse activities.

**I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.**

Participant \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_