



**Pacific Equestrian Center
Release from Liability**



This release from liability is made and entered into on this day ____ of _____ 20__ by and between PEC, hereinafter designated "Manager/Instructor", and _____, hereinafter designated Rider, If Rider is a minor, Riders parent or guardian _____. In return for the use today, and on all future days, of property, facilities, and services of the Manager/ Instructor, the Rider, his heirs, assigns, and legal representatives, hereby expressly agrees to the following:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property, and him or herself.
2. Rider understands there are risks in and around equine activities and that an equine activity sponsor and/ or equine professional and/ or manager, instructor is not liable for an injury to, or the death of, a rider and/ or a participant in equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDERS USE OF OR PRESENCE UPON MANAGER/ INSTRUCTORS PROPERTY AND FACILITIES, including without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/ or the negligence and/ or deliberate act of another person.
4. Rider agrees to hold Manager/ Instructor and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employers and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Riders use of or presence upon Manager's/ Instructors property and facilities, including without limitation those based on death, bodily injury, property damage, including consequential of the Manager/ Instructor.
5. Rider agrees to waive the protection afforded by any statute of law in any jurisdiction (e.g., California Civil Code 1542) whose purpose substance and/ or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the executing the release.
6. Rider agrees to indemnify and defend Manager/ Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees, which in any way arise from Riders use of or presence upon the Manager's/ Instructor's property and facilities.
7. Rider agrees to abide by all of Manger's/ Instructor's rules and regulations, and Rider is responsible for using protective gear (e.g., hard hat and boots).
8. If rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases, and Manager/ Instructor reserves the right to refuse horse id not in proper health or is deemed dangerous or undesirable.
9. This release of liability is non-assignable and non- transferable, is made and entered into the State of California, and shall be enforced and interpreted under the laws of this state. Should and clause be in conflict with the State Law, then that clause is null and void. When the Manager/ Instructor and Rider (and rider's parent or guardians, or Rider is a minor) sign this release, it will then be binding on both parties, subject to above terms and conditions.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY.

Manager/ Instructor's Signature _____

Rider's Signature _____

Rider's Parent or Guardian (if Rider is under 18 years old) _____

Address and Telephone Number of Rider _____

***PLEASE PRINT CLEARLY**

EMERGENCY CONTACT _____