

S&D Horseback Riding

Time _____
Initial _____

Waiver and Release Form Page 1 of 3 Sunshine and Daydreams Riding Services

I do hereby and for on behalf of myself and my heirs release and forever discharge Sonja Trefethen, Sunshine & Daydreams, Riverside County Regional Park District, the County of Los Angeles, and any local government agencies with which Sunshine and Daydreams Riding Services do business, of and from any and all claims and demands of every kind, nature and character which I may have, or may hereafter acquire, for any and all damages, losses or injuries, or death, which may be suffered or sustained by me in connection with any activities in any way related to Sunshine & Daydreams Riding Services, both on and off the premises of Peter F. Schabarum Equestrian Center and all such claims are hereby waived and released and I covenant not to sue therefore. I understand and fully assume all risks and hazards incidental to horse and related activities and transportation to and from activities.

Furthermore, the above named as well as Hacienda, Sosegado, LLC and the County of Los Angeles, its special districts, elected and appointed officers, employees, agents, and volunteers, collectively known as "county indemnities" listed as additional indemnities, are held harmless and released of any and all liability and claims, demands, causes of action including costs and attorney's fees directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the rider parties or brought by others against the County of Los Angeles, its special districts, elected and appointed officers, employees, agents, and volunteers, collectively known as "county indemnities," in connection with the riders' participation in any and all activities under this agreement.

I understand that horseback riding and horse related activities have inherent dangers that could result in a serious accident or loss of life, no matter how well the activity is supervised. I agree to indemnify Sonja Trefethen, Sunshine & Daydreams, Riverside County Regional Park District, the County of Los Angeles, local government agencies and any other persons with whom Sonja Trefethen and Sunshine and Daydreams Riding Services do business, from any costs associated with any accident or illness involving the below named rider, participant, and/or any guest or member of my family. This shall include all cost and expenses incurred by any and all released parties in defending against said claims, including all actual attorney fees. I know of no medical reason, which would make it unsafe for me to ride or participate in horse related activities.

I understand that Sunshine & Daydreams often takes pictures and/or video of horse related activities and events that are used for their portfolios and advertising. I give my permission for Sunshine and Daydreams Riding Services to use any pictures and/or video that may include my family or myself for their portfolios and/or for advertising.

I, the undersigned, hereby acknowledge that I have voluntarily engaged in an activity of horseback riding with Sunshine & Daydreams Riding Services.

I understand that the activity of horseback riding involves numerous inherent risks of injury that are an integral part of such an activity. I assume full responsibility for all such risks, including loss of control, collision, and obstacles, whether they are obvious or not obvious. I and/or my family further understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times, and I also assume such risks.

I understand that I may encounter variations in terrain, which may result in injury or damages. I acknowledge that these are my responsibilities, and I assume all risk for these hazards, including breaks, growth, debris, rocks, cliffs, and other hazardous surface or subsurface conditions and obstacles,

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whether they are obvious or not obvious, manmade or natural. I understand that animals are unpredictable and that the risk of injury is inherent to the activity. I agree to assume all risk of injury or death caused by horseback riding, whatever the cause.

In consideration for being permitted by Sunshine and Daydreams Riding Services to engage in the activity of horseback riding, I do hereby waive any claim and release Sunshine and Daydreams Riding Services and all of their owners, officers, staff members, volunteers, affiliated organizations, land owners, and agents for any injury or death caused by or resulting from my participation in the activity of horseback riding. This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives, and me. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

I understand that applicable state laws or regulations may contain provisions designed to prevent participating parties of Sunshine & Daydreams Horseback Riding from waiving claims that are unknown to those parties at the time the claims are waived. I agree to waive and release any rights that I might otherwise have under such laws and regulations.

Trail Rules

1. Follow all instructions given from the trail guide. Any rider unable or unwilling to understand or follow the instructions may result in the riding being immediately brought back to the barn with no refunds. The offending rider may be lead or asked to dismount and walk back to the barn.
2. Maintain one horse length between horses. Horses may kick at the horse behind them if a horse comes too close to the horse ahead.
3. Turn off cell phones and pagers during the ride.
4. No unsecured carry-on objects. Hats and helmets must be secured under the rider's chin.
5. No screaming, yelling or making loud, sharp noises which could scare or excite the horses.
6. Do not hold your horse back, behind the group. Everyone must stay in a group.
7. Do not allow your horse to go faster than the horse ahead of you. Do not run your horse. Do not allow your horse to speed up as you return from the end of the trail. We will never travel faster than the least experienced rider in the group can handle with assurance.
8. If a rider is experiencing any difficulty, the entire group will stop and wait for the issue to be resolved before proceeding.
9. Watch the ground ahead of you. Avoid taking your horse over any holes or obstacles.
10. Please do not litter. Be thoughtful and courteous to fellow riders.
11. Please no smoking on the trail, around the horses, guest riders or guides.

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I have carefully read the first two (2) pages of this agreement and fully understand the contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this contract in behalf of myself and/or my family of my own free will.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

Print Name of Adult Rider: _____

Print Name of Minor if Attending: _____

Name of Parent/Guardian(if other than adult rider) _____

Signature: _____ **Date:** _____

Phone Number: _____ **Email:** _____

Emergency Contact: _____

Must note any medical conditions/allergic reactions _____

HELMETS

IT IS MANDATORY FOR ANYONE UNDER 18 TO WEAR A HELMET SUNSHINE & DAYDREAMS RIDING SERVICES STRONGLY RECOMMENDS A HELMET TO BE WORN BY ALL AT ALL TIMES REGARDLESS OF AGE

I understand it is strongly recommended that I wear a helmet for my safety and that helmets are available at no charge to me.

I refuse to wear a helmet _____ (Adults Initials)

I, (We), the undersigned parents or guardians of _____, a minor, do hereby authorize Sunshine and Daydreams Riding Services, to consent to any medical or surgical treatment which is deemed advisable by and is to be rendered by any duly licensed physician or surgeon at any accredited hospital or medical facility. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power on the part of the aforesaid agent to provide any emergency care deemed necessary by the aforementioned physician or surgeon. This authorization is given to pursuant to the provisions of Section 25.8 Civil Code of California.

I accept the additional liability of inappropriate attire for me or my child. I understand S&D recommends tennis shoes and pants for all riders. I understand that riding in windy conditions can create an unsafe/unpleasant riding experience _____