

RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is made and entered into by and between VISITOR/RIDER, Name (Print Clearly) _____, and TF EQUESTRIAN CENTER LLC dba POWAY EQUESTRIAN CENTER, and if VISITOR/RIDER is a minor, Name (Print Clearly) _____ as parent or guardian. In return for the use today, and on all future days, of property, facilities, and services, the VISITOR/RIDER, his/her assignees, and legal representative, hereby expressly agree to the following:

1. Visitor/Rider is responsible for full and complete insurance coverage on his/her horse, personal property, and him/herself.

Initial: _____

2. Visitor/Rider understands there are inherent risks and dangers in and around equine activities, including, though not limited to lessons, and there is risk of injury and damage to them personally, to their horse(s) and to their belongings. Knowing these facts, Visitor/Rider nevertheless, in consideration of the acceptance of this contract hereby on behalf of myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless TF Equestrian Center LLC dba Poway Equestrian Center, its Owners, Board of Directors, and Officers, unless such injury or damage is directly caused by TF Equestrian Center, LLC dba Poway Equestrian Center, its Owners, Member-Owners, Board of Directors or Officers.

Initial: _____

3. Visitor/Rider acknowledges that there are risks involved in or arising from Visitor's/Rider's use of and/or presence upon Poway Equestrian Center Property, located at 14875 Mina De Oro, Poway, CA 92064, 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, the unavailability of emergency assistance, and/or the negligence and/or deliberate neglect of any person(s).

Initial: _____

4. Visitor/Rider agrees to hold harmless and release Owner/Management and/or all successors, assignees, affiliates, officers, directors, employees, and agents from any and all liability in connection with, any claims, causes of action, injuries, damages, cost or expenses arising out of Visitor's/Rider's use and/or presence upon Poway Equestrian Center property and/or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, unless such claims, causes of action, injuries, damages, costs or expenses are directly caused by Owner/ Management, all successors, assignees, affiliates, officers, directors, employees, and agents.

Initial: _____

5. Visitor/Rider agrees to abide by any and all Poway Equestrian Center rules and regulations, and Rider specifically is responsible for using protective gear, i.e. helmet and riding boots.

Initial: _____

6. Poway Equestrian Center reserves the right to dismiss any person(s) and/or animal(s), from said property if the Owner/Management determines the person(s)/animal(s) are deemed dangerous, unfit, neglected and/or for any other reasons not otherwise mentioned.

Initial: _____

7. This contract is non-assignable/non-transferable/non-negotiable and shall be enforced and interpreted under the laws of the State of California. When Visitor/Rider (and Visitor's/Rider's parent or guardian, if such is a minor) signs this contract it will be binding and subject to the above-stated terms and conditions.

Initial: _____

I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE OF LIABILITY CONTRACT.

Visitor/Rider: _____ Date: _____
(Signature)

Visitor/Rider: _____
(Print)

Parent/Guardian: _____ Phone: _____
(Signature)

Parent/Guardian: _____
(Print)

Friend of: _____