



**FIVE STAR EQUESTRIAN
AGREEMENT AND LIABILITY RELEASE**

PLEASE READ CAREFULLY BEFORE SIGNING

Agreement made this _____ day of _____, 20_____ by and between Five Star Equestrian (hereafter "FSE") and the following person(s)

NAME OF CONTRACTING PARTY: _____

ADDRESS: _____

PHONE NUMBER(S): _____

I also make this agreement on behalf of the following, which are my children or legal wards:

- 1. CLIENT NAME: _____ If under 18, AGE: _____
- 2. CLIENT NAME: _____ If under 18, AGE: _____
- 3. CLIENT NAME: _____ If under 18, AGE: _____

I have requested to enter FSE's facilities, be near horses owned or leased by FSE and/or ride horses owned or leased by FSE.

IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon the registered person, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of California and county of Santa Clara. Any disputes by the rider shall be litigated in, and venue shall be in the county of Santa Clara. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all horses, ponies, mules, donkeys, whether from the ground or mounted. The terms "CLIENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered person and the parents or legal guardians thereof if a minor.

2. ACTIVITY RISK CLASSIFICATION; I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

INITIAL: _____

3. RIDER RESPONSIBILITY: I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician.

4. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I UNDERSTAND THAT: FSE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out of door groomed or wild land which is subject to constant landscape. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonable safe for rider's intended purpose, usage and presence upon the THIS STABLE'S PREMISES.

5. ACCIDENT/MEDICAL INSURANCE: I AGREE THAT: Should an emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

6. EMERGENCY CONTACT:

Name: _____

Phone: _____

Relationship: _____

7. LIABILITY RELEASE: As consideration for being allowed to enter FSE property to be near horses, receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off FSE's 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 or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge FSE, Nathan or Cassandra Keith, Leah Feliz and their respective officers, directors, employees, agents, 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 be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on FSE's property, being near horses on, near, or off FSE's property receiving riding instruction or guidance, or riding horses (regardless of who owns them) on, near, or off of FSE's property.

INITIAL _____

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST FSE IT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATED PERSONS FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE A HORSE; (3) A DANGEROUS LATENT CONDITION OF FSE'S LAND OR (4) ANY ACT OR OMISSION OF FSE THAT CONSTITUTES ORDINARY NEGLIGENCE.

8. INDEMNIFICATION: I also agree to indemnify and hold harmless FSE and their respective officers, directors, employees, agents, managers insurers, representatives, heirs, assigns, affiliated persons, and other acting on their behalf against all damages which are sustained or suffered by any third person(s) people who are not parties to this Agreement, including, but not limited to, my relatives, guests, etc., including any and all injuries or damages whatsoever that I may cause directly or indirectly, while being on FSE's property, being near horses, receiving riding instructions and guidance, and/or riding horses (regardless of who owns them) on, near, or off FSE's property. The indemnification shall include attorney's fees.

9. ALSO, I REPRESENT THAT:

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, AND OR INTOXICANTS;
- I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (ALL PAGES), AND I FULLY UNDERSTAND IT; AND

THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

Client Name (Please Print)

Parent/Guardian (Please Print, if applicable)

Client Signature

Parent/Guardian Signature

Date

Date