

## Riding Instruction, Water Activities, Photo/Video and Liability Release

By this agreement, made and entered on this date \_\_\_\_\_ (date) by and between \_\_\_\_\_ (your name) who resides at \_\_\_\_\_ (your address), hereinafter referred to as "I" and Green Acres Ranch, Inc. and or Margaret W. Rich, 35750 De Portola Road, Temecula, CA. 92592, the facility where the instruction is being held, and any assistants of Margaret W. Rich hereinafter referred to as Margaret W. Rich.

### IT IS HEREBY AGREED TO AS FOLLOWS:

1. That I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request to participate in riding instruction as a student of Margaret W. Rich, ET AL, and that student will either ride his or her own horse, or school horses provided by Margaret W. Rich, ET AL, for instructional purpose.
2. **That in the last two years' student has ridden horses (write in student's name or names beside appropriate riding time):**
  - A. Less than 10 hours: \_\_\_\_\_
  - B. 10 – 20 hours: \_\_\_\_\_
  - C. 20 or more hours: \_\_\_\_\_
3. That parent or guardian and student understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3 ½ to 5 ½ feet. I understand these risks, and I voluntarily assume these risks and dangers.
4. That parent or guardian and student understands that upon mounting the horse and taking up the reins the student is in primary control of the horse and that Margaret W. Rich ET AL is not responsible for the results of the student's action or inactions. The student further agrees to not abuse, misuse, or deliberately agitate the horse as these actions may result in increased risk to himself or others.
5. That I have been advised that students must borrow or purchase and wear an ATSM approved riding helmet and to wear it while riding and in and around the stable so to prevent horse related injuries.
6. Liability Release: That I understand that, except in the event of Margaret W. Rich, ET AL's wanton and willful negligence, I am responsible for bodily injury or property damage which I or my child or legal ward should sustain/cause on the stable's premises and/or trails and/or while riding a horse, and/or while in transit to or at horse shows, trail rides, or similar expeditions, and for any time my child or legal ward shall lose from bodily injury or property damage; and that I hereby for myself, my heirs, administrators and assigns release and discharge Margaret W. Rich, ET AL, the owners, operators, and sponsors of the stable and their respective servants, agents, officers and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person, or that of my child or legal charge and/or property.
7. That the student is currently covered by accident medical insurance and will remain insured for the duration of all riding instruction under Margaret W. Rich ETAL. **Name of insurance company is** \_\_\_\_\_ **Policy # is** \_\_\_\_\_. That I further understand that should medical emergency treatment be required, the current insurance information here listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.
8. Medical Release: The undersigned hereby authorizes GAR to consent to any emergency medical care, which may be deemed necessary for the above-named participants while under the supervision of GAR. I understand that reasonable attempts will be made to contact me and/or the authorized contact person(s) listed on the individual's profile before using this consent.
9. Green Acres Ranch, Inc. Water Activities Liability Release: The undersigned, as parent, guardian, or participant is familiar with swimming and Green Acres Ranch, Inc and its various riding lessons, day camp, birthday parties (collectively, Green Acres Ranch, Inc, or "GAR"), and in consideration of being permitted to participate in activities at GAR agree with GAR as follows: I hereby waive, release and discharge on behalf of myself, my spouse, my child(ren) and/or my ward(s) (the "Releasors"), any and all claims, demands, causes of action for damages, personal injury, death or damage or loss to property which Releasors may have as a result of the participation of any Releasors in activities at GAR. This Liability Release Agreement and Waiver shall insure to the benefit of GAR and each of its instructors, participants, employees, agents, officers, volunteers, and directors (the "Releasees"). This liability release and waiver is intended to and shall discharge in advance the Releasees from any and all liability to the Releasors, and any and all third persons arising out of or in any way connected with participation in activities at GAR, whether or not any liability may arise out of passive or active negligence, carelessness or omission on the part of the Releasees. It is agreed that participating in activities at GAR involves an element of risk. I understand that incidents, including events of a serious and life-threatening nature, occur during swimming events, around swimming pools, and during the use of swimming pools due to, not by way of limitation, slips, falls, collisions, drowning, and other water-related hazards. Knowing the risks involved in the activity of swimming, the Releasors hereby expressly assume all such risks. Releasors also assume all risks associated with other aspects of GAR, including without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with GAR or its coaches, parents or volunteers. Releasors further agree to hold the Releasees harmless and shall defend and indemnify them from any loss, liability, damage, cost or expense which the damage to property sustained by the Releasees while participating in activities at GAR. This Liability Release Agreement and Waiver shall be binding on my heirs, successors and assigns. Releasors agree to accept and abide by the rules

and regulations of GAR. If any of the participants listed below is under the age of 18 years, I further represent that I have the authority to execute this document on the behalf of the participant(s); said participant(s) is/are physically able to participate in activities at GAR and all of the terms of this Liability Release Agreement and Waiver shall apply in the event of death or injury or property damage which said participant(s) may sustain while participating in activities at GAR.

( ) <- Please check here if you do **NOT** give consent for your child to participate in swimming activities.

10. Green Acres Ranch, Inc. Photo / Video Release: I hereby consent to and authorize the use and reproduction by Green Acres Ranch, Inc. of any and all photographs and any other audiovisual materials taken of me/my child/my ward for promotional printed material, educational activities or for any other use for the benefit of Green Acres Ranch, Inc.

( ) <- Please check here if you do **NOT** wish to consent to the video/photo release.

11. That this agreement is entered into in the state of California and will be interpreted and enforced under the laws of that State.

12. Upon the signing of this agreement, student acknowledges that he/she has read and agrees to be bound to Margaret W. Rich ET AL's rules which are incorporated herein by this reference.

I, the undersigned, being of legal age and of sound mind and not being under the influence of alcohol, drugs, or intoxicants, have read and understand the forgoing agreement and release. I also acknowledge receipt of a copy of this agreement. I am aware that this is a release of liability, including future liability, and a contract between myself and Green Acres Ranch, Inc. and I execute it of my own free will.

**Full Name(s) of Student Rider(s) if underage or guardianship.**

- 1. \_\_\_\_\_ (Name) \_\_\_\_\_ (Date of Birth)
- 2. \_\_\_\_\_ (Name) \_\_\_\_\_ (Date of Birth)
- 3. \_\_\_\_\_ (Name) \_\_\_\_\_ (Date of Birth)
- 4. \_\_\_\_\_ (Name) \_\_\_\_\_ (Date of Birth)

List below any details of allergies, ailments or special needs student(s) may have, and of which Margaret W. Rich ET AL, should be aware.

\_\_\_\_\_  
\_\_\_\_\_

**If student is a minor child-**

Parent/Guardian Address: \_\_\_\_\_

Parent/Guardian Phone Number: \_\_\_\_\_ Parent/Guardian Email Address: \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

**If student is NOT a minor child-**

Student Address: \_\_\_\_\_

Student Phone Number: \_\_\_\_\_ Student Email Address: \_\_\_\_\_

Student Name (Print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date \_\_\_\_\_