

Dos Suenos Stables

Student/Boarder

(Release and Waiver of Liability Agreement)

Name of student/boarder: _____

Birth date: _____

Name of parent or legal guardian: _____

Best contact phone number: _____

Mailing address: _____

I hereby apply for permission to handle and ride horses on the property of J Equestrian LLC, DBA Dos Suenos Stables ("the stables") as a student/boarder. As a condition of such permission, I hereby agree to the following:

(Please only initial and sign as student/boarder, for yourself, if you are 18 years of age or older or as parent or legal guardian).

Provisions:

1. I am aware that handling and riding horses is a dangerous activity that could result in serious injury or death.
_____ *(initials)*
2. I understand that horses are unpredictable and potentially dangerous.
_____ *(initials)*
3. I have been offered the use of a helmet, by the stables, and understand if I am under 18 years of age, or jumping, I am required to wear a helmet. _____ *(initials)*
4. I agree to assume all risk associated with handling and riding horses and agree to abstain the stables from any liability of injury to me or my property.
_____ *(initials)*
5. I agree to pay for any damages to other persons, or property, due to me handling or riding a horse.
_____ *(initials)*

Terms and Conditions:

1. Exercise of Care: I promise to exercise the highest standard of care in being watchful and alert for dangers to myself, the horse, equipment, other persons, and the property of others, so that no injuries or losses shall occur.

_____ (initials)

2. Horse Control: I promise to exert every effort to control the horse which I may be riding or which I may have rented or borrowed, as well as other horses in my presence so that no bodily injury or property damage is inflicted upon others.

_____ (initials)

3. Head Gear: I acknowledge that the stables has advised me that while mounting, riding, dismounting and otherwise being around horses, I should wear a SEI certified ASTM standard equestrian helmet. I understand that the wearing of such head protection may reduce the severity or prevent some of the wearer's head injuries and possibly prevent death as a result of a fall or other occurrences. If the helmet has been obtained from the stables, I acknowledge that it may not be a perfect fit and that I will be solely responsible for securing the helmet at all times. _____ (initials)

4. Natural Conditions: I am aware that weather conditions, water, wild and domestic animals, insects, reptiles or objects which may walk, run or fly near, or bite or sting a horse, and the existence of potential hazards in the natural terrain or man-made objects may scare a horse, cause it to fall, or cause it to react in an unsafe and unpredictable manner. I hereby assume all risk of injury to myself, or my property, as a result of such actions by the horse regardless of the cause.

_____ (initials)

5. Safety Precautions: I agree to observe all necessary safety precautions while mounting, riding, dismounting, or being around horses including, but not limited to, common sense and the rules of the stables. Without limiting the precautions, I will obey the rules of the stables. _____ (initials)

6. Understanding of Risks: I am aware that horseback riding, whether it be on the trail, or in the arena, or surrounding areas, as well as all associated activities, constitutes a calculated risk to the participants and that such activities involve inherent risks and dangers, including serious injury or death. I understand that any horse irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. I agree to assume the risk inherent in these activities. _____ (initials)

7. Release of Liability: I release the stables and their owners, agents, employees, successors or assigns, lessors and joint ventures from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding by me while taking horsemanship instruction, training horses, being escorted on trail rides, participating in group jumping or lessons, while using the stables' facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by the stables, or during the transportation of horses and/or students. I hereby expressly waive all claims that I may have against the stables and J Equestrian for each and all the foregoing. _____ (initials)

8. Indemnity: I promise to exert every effort to control the horse which I may be riding or which I may have rented or borrowed, as well as any other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I hereby agree for myself, my heirs, my personal representatives and assigns to indemnify and hold harmless the stables and J Equestrian, and their owners, agents, employees, successors or assigns and in any way related to any of the activities described in the preceding paragraph or contemplated under this agreement. _____(initials)

Page 2

Terms and Conditions (continued):

9. Continuation of Terms: I agree and acknowledge that the terms and conditions of this agreement, including my assumption of risk, release of liability, and indemnity, shall continue in full force and effect at all times during which I am engaged as a rentee at the stables, shall continue in full force and effect for the benefit of the stables and J Equestrian and their owners, agents, employees, successors or assigns, lessors and joint ventures, at all times after the termination of the activities contemplated by this agreement and shall be binding upon my heirs, personal representatives and the assigns for me or my estate. _____(initials)

10. Disputes: this agreement shall be interpreted in accordance with the laws of the state and county where the stables are located. Any dispute shall be litigated in the county in which the stables are located. _____(initials)

I have read, understand, and agree to the Provisions and Terms and Conditions on this form. (Pages 1-3)

_____	_____	_____
Date	Student/Boarder Name (print)	Student/Boarder (signature)

I am the parent or legal guardian of the student/boarder. I have read, understood, and agree to all the terms of this agreement. To induce the stables to allow the student/boarder to ride horses on the property, I agree on behalf of the student/boarder and myself to be bound to those terms. If the student/boarder fails to comply with the terms of this agreement, or claims not to be bound by the terms of this agreement, by reason of minority status or otherwise, I hereby agree to indemnify and hold harmless the stables, J Equestrian, and their owners, partners, agents, attorneys, employees, successors or assigns from any and all liability or losses resulting from any suit against the stables by the student/boarder, or otherwise resulting from a breach of this agreement.

_____	_____	_____
Date	Parent/Guardian Name (print)	Parent/Guardian (signature)

Dos Suenos Stables –

Location: 6 Boronda Rd, Carmel Valley, CA 93924

Mailing Address: c/o J Equestrian, 300 W Carmel Valley Rd, Carmel Valley, CA 93924

Phone: (831) 594-1223

Page 3