

Riding Instruction Agreement and Liability Release Form
North Peak Riding Academy (hereinafter known as "NPRA")
Deborah Henry (hereinafter know as "Instructor")
Location: 1550 Castle Rock Rd Walnut Creek, CA 94598

This form must be completed by and for each participant. Please read carefully before signing.
Serious injury may result from your participation in the activity.

A. REGISTRATION OF RIDER/PARTICIPANT AND AGREEMENT PURPOSE: By signing this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof if a minor, (hereinafter known as **RIDER**), do hereby voluntarily request and agree to participate in horseback riding and/or riding instruction as a student of **INSTRUCTOR** and **NPRA**.

STUDENT NAME: _____ **AGE (if minor):** _____

PARENT/LEGAL GUARDIAN: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

EMAIL: _____

PHONE: _____

EMERGENCY CONTACT #1: _____

EMERGENCY CONTACT #2: _____

Does the RIDER have any physical or mental limitations which may affect his/her ability to participate in any equine activity? YES _____ NO _____

If YES, please describe: _____

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RIDER, and the parent or guardians thereof if a minor, my heirs, estate, assigns, including all minor children and parental representatives. This agreement shall be interpreted according to the laws of the State of California. Any disputes by the RIDER shall be litigated in Contra Costa County. If any clause, phrase or word is in conflict with the laws of the State of California then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses or ponies, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the abover RIDER and the parents and legal guardians thereof if a minor.

C. INHERENT RISK OF EQUINE ACTIVITIES: I understand that horseback riding is considered a rugged adventure sport recreational activity and that here are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. As such, related injuries can be severe, even deadly.

D. NATURE OF RIDING HORSES: I understand that no horse is completely safe. If a horse is frightened or irritated, it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running into or under obstacles, or running from perceived danger.

E. RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of an instructor or trainer, 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. The RIDER shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. INSTRUCTOR and NPRA advises pregnant women not to ride horses.

F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES and EQUIPMENT: I understand that INSTRUCTOR 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, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, or bite or sting a horse or person; and irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, pastures or driveways) which is subject to constant change in condition according to use, weather, temperature, maintenance, and natural and man-made changes in landscape. Further still, INSTRUCTOR and NPRA is not responsible for activities engaged in by others that may scare a horse. The rider and parent or legal guardian have inspected the premises and equipment used by INSTRUCTOR and NPRA, and are satisfied that all premise and equipment conditions are reasonably safe for the riders's intended purpose, usage and presence.

G. ACCIDENT/MEDICAL INSURANCE: Should emergency medical or other treatment be required, I understand that I, and/or my own accident/medical insurance company shall pay for all incurred expenses. I shall also pay any medical insurance deductables.

H. PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward, that I have been fully warned and advised by INSTRUCTOR and NPRA that protective headgear, meeting or exceeding the quality standards of the SEI CERTIFIED ASTM STANDARD should be purchased and worn while riding and being near horses, and that I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I understand that I must provide my own, well fitting, certified riding helmet, and that INSTRUCTOR and NPRA requires that such helmet must be worn at all times while mounted on a horse.

I. LIABILITY RELEASE: I agree that, in consideration of INSTRUCTOR and NPRA allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge INSTRUCTOR and NPRA, its owners, agents, employees, officers, directors, representatives, assigns, members, volunteers, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereafter collectively known as "ASSOCIATES"), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to INSTRUCTOR'S, NPRA's, and/or its ASSOCIATES ordinary negligence; I do further agree that except in the event of INSTRUCTOR'S or NPRA's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against INSTRUCTOR, NPRA, and its ASSOCIATES as stated above in the clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and or my child and/or legal ward in relation to the premises, equipment and operations of INSTRUCTOR and NPRA, to include while riding, handling or otherwise being near horses owned or used by, or in the care custody and control of INSTRUCTOR and NPRA, whether on or off the premises used by INSTRUCTOR and NPRA.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO RIDERS PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER

DATE

PRINT NAME OF RIDER

**SIGNATURE OF PARENT/LEGAL GUARDIAN
(IF RIDER IS A MINOR)**

DATE

PRINT NAME OF PARENT/LEGAL GUARDIAN