

## HORSE ACTIVITIES AGREEMENT AND LIABILITY RELEASE FORM

**PROPERTY OWNER:** Patricia Griffin-Soffel  
**NON-PROFIT NAME:** Sweetbeau Horses  
**ADDRESS:** 7585 O'Donovan Road, Creston, CA 93432

This Release (the "Release") is executed on \_\_\_\_\_, 20\_\_\_\_ ("Effective Date")  
by \_\_\_\_\_ ("RIDER"). RIDER desires to come upon real property  
(7585 O'Donovan Road, Creston, CA 93432) owned by Patricia Griffin-Soffel ("PGS") and (operated by Non-Profit named  
"Sweetbeau Horses") located in San Luis Obispo County, California.

### PLEASE READ CAREFULLY BEFORE SIGNING

HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH. PATRICIA GRIFFIN-SOFFEL AND SWEETBEAU HORSES, DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. "RIDER", AND THE PARENTS OR LEGAL GUARDIANS THEREOF A MINOR HEREBY AGREED TO ALL OF THE FOLLOWING:

A. AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof of a minor, do hereby voluntarily request and agree to participate in horse riding, ground work, and overall training (collectively the "ACTIVITIES") on premises of PGS and Sweetbeau Horses, and that this RIDER will ride his/her own horse, a Sweetbeau Horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

RIDER NAME & AGE (if age 16 and under): \_\_\_\_\_

B. RECREATIONAL USE. RIDER understands the following: the ACTIVITIES constitute a "recreational purpose" under California Civil Code Section 846 and that RIDER is a recreational user under such code section.

C. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me, the RIDER, 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 California and San Luis Obispo County. Any disputes by the RIDER shall be litigated in and venue shall be California and San Luis Obispo County.

The term "HORSE" herein shall refer to all equine species (horses, ponies, mules, or donkeys). The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "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 rider and the parents or legal guardians thereof if a minor.

D. ACTIVITY RISK CLASSIFICATION – 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. Related injuries can be severe, requiring hospital stays and resulting in more lasting residual effects than injuries in other activities.

E. NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training 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; stumbling; tripping; or running from danger.

F. RIDER RESPONSIBILITY – 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.

G. CONDITIONS OF NATURE – PGS and Sweetbeau Horses 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, bite and/or sting a

horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

H. INSPECTION OF PREMISES – RIDER has inspected PGS and Sweetbeau Horses facilities, tack, equipment and trails and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the PGS and Sweetbeau Horses premises.

I. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

J. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by PGS and/or Sweetbeau Horses that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 16 and under are required to wear protective headgear.

K. LIABILITY RELEASE – In consideration of PGS and Sweetbeau Horses allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release PGS and Sweetbeau Horses, its owners, agents, employees, trainers, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to PGS and/or Sweetbeau Horses ordinary negligence; and I do further agree *that except in the event of PGS and/or Sweetbeau Horses gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against PGS and/or Sweetbeau Horses for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Sweetbeau Horses, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of PGS and/or Sweetbeau Horses.

L. NO SMOKING or TOBACCO PRODUCTS – No smoking or tobacco use is permitted on the property at any time.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

**SIGNER STATEMENT OF AWARENESS**

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 THE APPLICANT ARE TRUE AND ACCURATE.

\_\_\_\_\_  
SIGNATURE OF RIDER (Parent must sign for rider 16 & under.)

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN (Please print)

DATE \_\_\_\_\_

Full Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_