

# Monterey Bay Equestrian Center

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## Trail Rides Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement

**M.B.E.C. is not responsible for lost or stolen items. No refunds after mounting.**

Please read and be certain you understand the implications of signing.

**A strict 24-hour cancellation policy applies to all rides.**

### Express Assumption of Risk Associated with Trail Rides and Related Activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of **Monterey Bay Equestrian Center**, including but not limited to operator error.
4. The propensity of an equine's (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

**\* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

In consideration for being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

**Please turn over to continue**

Continued from other side

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Monterey Bay Equestrian Center/ Michael and Madaline Mastroianni

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ Signature of Adult Participant Name of Adult Participant (Please Print) Date

HOME ADDRESS:

CITY: STATE: ZIP: PHONE:

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, They on my behalf release all claims that both They and I have Name of Parent or adult legal Guardian (Please Print) Date Minor's Full Name and age Date

Protective headgear refusal agreement- Riding helmets must be worn by all riders under 16 years of age.

Please read and be certain you understand the implications of signing.

I, for myself and /or on behalf of my child or legal ward, have been fully warned and advised by Monterey Bay Equestrian Center that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

S/ Signature of Adult Participant Name of Adult Participant (Please Print) Date

S/ Signature of Parent or adult legal Guardian if participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have Name of Parent or adult legal Guardian (Please Print) Date Minor's Full Name and age Date