

Hansen Dam



HORSE PARK

www.hdhorsepark.com

11127 Orcas Avenue, Lake View Terrace, CA 91342

(818) 896-6514

GENERAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS RELEASE CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE HANSEN DAM HORSE PARK, ITS OWNERS, EMPLOYEES AND AGENTS.

Name:

Phone:

E-mail:

Address - Street:

City:

State:

Zip:

1. I acknowledge that horseback riding, the handling of or being in close proximity to a horse is an inherently dangerous activity and involves direct and indirect risks that may cause serious injury and in some cases death to the rider, handler, or other persons near or around a horse because of the unpredictable nature and sometimes irrational behavior of horses, regardless of the horse's training or past performance.

2. I acknowledge that a horse may, without warning or any apparent cause, among other things, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, throw a shoe, jump obstacles, step on a person's feet, push or shove a person, and that saddles, bridles, shoes, or other equipment may loosen, break, or come off the horse - all of which may cause the rider or any other person within close proximity of a horse to fall, be jolted, or otherwise result in serious injury or death.

3. I voluntarily assume the risk and danger of injury or death for me or a minor with me, of riding, handling, being in close proximity of a horse, or of using saddles, bridles, horse shoes, equipment and gear, or of failure to wear a protective helmet or other protective equipment on the premises of the Hansen Dam Horse Park, and agree to abide by and follow any instructions given or rules established by the Horse Park, its owners or any of its employees or agents. I further release, discharge, hold harmless, indemnify, and promise not to sue the Horse Park, its owners, employees and agents for any and all loss, damage, injury (including death) or cost arising, directly or indirectly, from any of the activities or circumstances described above. However, if a suit is filed, I will pay all attorney's fees and costs incurred by the Horse Park, its owners, agents, or other such persons in defending such an action.

4. I expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I have read this document. I understand its content, and I have made a free and deliberate choice to sign this document as a condition to the Hansen Dam Horse Park, its owners, employees and agents allowing me to ride, handle, or be in close proximity to a horse on the premises.

Date:

Parent Signature:

Emergency Contact Name:

Phone:

Other Pertinent Information:

Dated 04.09.19