

# CARMEL VIEW RANCH

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

Carmel View Ranch • 6150 Del Mar Mesa Road • San Diego, CA 92130  
*hereafter known as "THIS STABLE"*

**Horses are inherently dangerous animals. Do not participate in horse related activities unless you are willing to assume the risk of paralysis or death.**

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.

***This stable does not guarantee your safety or that of your horse.***

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - I, the following listed individual and/or the parent or legal guardian thereof of a minor, herein afterknown as **"RIDER"**, do hereby voluntarily request and agree to participate in horse riding on **THIS STABLE'S** premisis and state that this **"RIDER"** will ride his/her own horse or one borrowed or leased by **RIDER'S** own arrangement, today and on all future dates:

<b>RIDER</b> name (please print)	Age (if under 18)

Does this rider have disabilities and/or special needs, which may affect his/hers safety to ride a horse, of which we should be aware? Yes      No      (circle one) If yes, please explain.

### PLEASE, INITIAL BELOW AFTER READING EACH SECTION

**B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding upon me the registered 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 the state and county of **THIS STABLE'S** physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which **THIS STABLE** is physically located. If any clause, phrase or word is in conflict with state law 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 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 or otherwise handles or comes near a horse from the ground. The terms **"I"**, **"ME"**, **"MY"** shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor

Initial(s)

**C. ACTIVITY RISK CLASSIFICATION** - I UNDERSTAND THAT: 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. I FURTHER UNDERSTAND THAT horseback riding is a dangerous activity and involves **RISKS** that may cause **SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, and **IVOLUNTARILY** assume the risk and danger of injury or death inherent in the use of a horse. I FURTHER UNDERSTAND that because of **THIS STABLE'S** access to trails, **RIDER** may be participating in a **"WILDERNESS EXPERIENCE"** and that the meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH MAY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.**

Initial(s)

**D. NATURE OF HORSES** - I UNDERSTAND THAT: 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 horse to ground it will generally be at a distance of from 3 to 6 feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may without warning, 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, or Running from danger. I FURTHER UNDERSTAND THAT I may be Thrown, Kicked, Bitten, Crushed, Fallen on, Chased, Struck or otherwise injured.

Initial(s)

# PLEASE READ CAREFULLY BEFORE SIGNING

E. **RIDER RESPONSIBILITY** - I UNDERSTAND THAT: 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. Riders must not make sharp loud noises, such as screaming or yelling, nor carry loose items which may fall, blow away, flap in the wind or make sharp noises, possibly scaring a horse. I FURTHER UNDERSTAND THAT saddle girths may loosen during a ride and the bridle and/or reins may break or become loose. If a rider notices anything different about the tack he/she must immediately take action to avoid problems with tack and a possible fall or other occurrence. I agree that 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. **THIS STABLE advises pregnant women not to ride horses.**

Initial(s)

F. **CONDITIONS OF NATURE** - I UNDERSTAND THAT; **THIS STABLE** 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, water, falling trees or limbs or moving bushes, wild and domestic animals, insects, reptiles, which may walk run, or fly near or bite 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.

Initial(s)

G. **INSPECTION OF PREMISES** - RIDER has inspected **THIS STABLE'S** facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon **THIS STABLE'S** premises.

Initial(s)

H. **TACK** - I UNDERSTAND THAT: It is less risky to ride a horse with a saddle and bridle that fits the horse and is in good repair. **THIS STABLE** advises against riding a horse bareback and/or without a proper bridle. If I ride without proper equipment, I accept full responsibility for MY/OUR safety in this decision. Minors are not allowed to ride at **THIS STABLE** without proper tack.

Initial(s)

I. **ACCIDENT/MEDICAL/PERSONAL LIABILITY INSURANCE** - I AGREE THAT: Should emergency 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 **ALL** such damages.

Initial(s)

J. **PROTECTIVE HEADGEAR WARNING** - I AGREE THAT; I have been fully warned and advised by **THIS STABLE** that the **RIDER** should purchase and wear protective headgear (equestrian 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 may even prevent death from happening as the result of a fall or other occurrence.

Initial(s)

- ( ) I will provide our own protective headgear  
( ) I choose not to wear any type of protective headgear I accept full responsibility for MY/OUR safety in this decision.

K. **LIABILITY RELEASE I AGREE THAT:** in consideration of **THIS STABLE** 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 **THIS STABLE**, doing business under its own name or any other name and/or its owners, agents, trainers, instructors, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter collectively referred to as "**ASSOCIATES**"), of and from all claims, demands, causes of action and legal liability whether the same be known or unknown, anticipated or unanticipated; and I do further release **THIS STABLE** and its **ASSOCIATES** from any claim that such **ASSOCIATES** are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or arising out of or in any way connected with the use of a horse and any tack or equipment provided or any acts or omissions of **THIS STABLE** or its **ASSOCIATES** and I agree that I shall not bring any claims, demands, legal actions and causes of action and/or litigation against **THIS STABLE** and its **ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury death or property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **THIS STABLE** to include while riding, handling, petting, leading, grooming, or otherwise being near horses owned by or in the care custody and control of **THIS STABLE**, whether on or off the premises of **THIS STABLE**.

Initial(s)

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND  
A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

Date

Emergency Phone Number (REQUIRED)

Signature of Rider

Signature of Parent or Guardian

Address

Home (phone or cell)

City, State, Zip

Work (phone or cell)



# CARMEL VIEW RANCH

## Ranch Rules and Regulations



1. Smoking is never permitted anywhere on Carmel View Ranch property.
2. Trainers, professional horse traders, therapeutic riding programs, clinics, camps, classes and lesson programs are not allowed at Carmel View Ranch.
3. All boarders, guests, family members must sign a liability waiver before engaging in any activity on Carmel View Ranch property. Waivers are available on the Carmel View Ranch website or you can ask for a waiver from the management. You are responsible for the behavior and safety of your guests, their guests and their children.
4. Dog owners are responsible for their dogs and must clean up after them. Carmel View Ranch reserves the right to not allow any dogs on Carmel View Ranch property that do not get along with other dogs, people and horses.
5. Carmel View Ranch is not responsible for any damages your horse, dog, guest, child, etc. may cause to property, themselves or other animals and people.
6. Children under 18 years of age, must be under the supervision of an adult at all times and are not allowed to play/run in corrals, arenas or anywhere on Carmel View Ranch property. Parents must fill out and sign the parental consent release on the liability waiver for each child. When riding, helmets are always required on children under the age of 18.
7. Do not feed any horse other than your own. Boarders and guests are never allowed to feed or handle any horse other than their own without written permission from the owner of the horse. This includes lessees, friends, Carmel View Ranch boarders, and family members.
8. Hay, feed, feed containers, shavings, tools, feed buckets, furniture, tack and personal items must be kept inside your personal tack room or your horse trailer. Do not store tack items or supplies in front or around your corral, shed, or in or by the roadway.
9. Please be considerate and do not block the road by parking your car/truck/trailer on or by the road. Please park your car/truck/trailer in designated parking areas only.
10. Do not take feed from the hay barn. If you think your horse needs more food please ask the management. If there is hay left in your horse's corral at feeding time, the amount of food will be adjusted to eliminate waste.
11. Do not leave horses unattended in the arena, round pen, wash racks, cross-ties and hitching posts. There is a 20 minute turnout limit. Riders always have the priority in all the arenas and round pen. Horses must be removed immediately if a rider wants to use the arena/round pen.
12. Always clean up after your horse in all public areas. This includes the arenas, cross-ties, hitching posts areas, wash racks and round pen. Water is a precious resource not to be wasted or dumped in common areas, arenas and roads.
13. Improvements (Leasehold Improvements) made to your corral are considered leasehold improvements and must be approved by the owner. Leasehold improvements (LHI) are modifications made to a leased space or leased asset to make it more useful to, or to fit the particular needs of, the tenant/boarder. Common leasehold improvement examples: DG, sand, bedding, wood walls, partitions and wire stallion fencing. Once installed, leasehold improvements become the property of Carmel View Ranch and may not be removed, traded, given away or sold unless other arrangements have been made with the owner. Boarders rent the corrals, not the land around/outside the corral. Land outside your rented corral may not be developed for personal use or storage.