



**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY OR DEATH MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

**PORtUGUESE BEND PONY CLUB, a California nonprofit corporation ("CLUB") AND The Petak Family of 13 Sweetbay Road, Rancho Palos Verdes, CA 90275 ("OWNER") DO NOT GUARANTEE YOUR SAFETY.**

1. Registration of Participant and Agreement Purpose: I, the following listed individual, for him or herself and if applicable, as the parent or guardian for anyone under the age of 18, and the individual's heirs, estate, assigns, agents and personal representatives (collectively "Participant"), do hereby agree that she/he shall use the facilities of the Club which are located in the area known as Portuguese Bend, Rancho Palos Verdes, CA, which Premises are owned by the Owner, for the purpose of horseback riding, and holding Pony Club Horse Management and Horse related meetings and from time to time thereafter, until 21 Jan 2027, at which time obligations in Section 12 will expire.

**PRINT PARTICIPANT'S NAME**

**PRINT GUARDIAN'S NAME, IF MINOR**

**WRITE INITIALS BELOW AFTER READING EACH SECTION**

2. Agreement Scope and Territory and Definitions: This Agreement, which includes, among other thing, paragraph 1 immediately above is made part of this Agreement by this reference, shall be legally binding upon the Participant and its agents and personal representatives. This agreement shall be interpreted according to the laws of the State of California. The term "horse" shall refer to all equine species. The term "horseback riding" shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "Participant" ad "rider" shall refer to any person who enters the Premises, regardless of whether said person rides a horse or participates in any equine activities. The terms "I", "me" and "my" shall refer to the Participant \_\_\_\_\_

3. Activity Risk Classification: Participant understands that horseback riding is a 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 hospitalization and can result in more lasting residual effects than injuries from participating in other activities. \_\_\_\_\_



4. Nature of Club Horses: No horse is safe. 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 the ground, it will generally be a distance from 3 1/2 to 5 1/2 feet, and the impact may result in injury or even death to the rider. Horseback riding is a sport where a small, 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 divert from its training and act according to its natural survival instincts which may include but be not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger. \_\_\_\_\_

5. Participant Responsibility: Upon mounting a horse, Participant is solely responsible for the control of the horse. Rider's safety depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. Participant agrees that he/she shall be responsible for his/her own safety, the safety of the horse and the safety of other riders and horses on the Premises and areas adjacent to the Premises. \_\_\_\_\_

6. Conditions of Nature: Participant understands that neither the Club nor the Owner are responsible for the 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 include: thunder; lightning; rain; wind; water; wild and domestic animals; insects; reptiles, which may walk, run, or fly near, or bite, or sting a horse or the Participant, and irregular footing on out of door, groomed or wild land which is subject to the constant change in condition according to weather, temperature, and natural and manmade changes in the landscape. \_\_\_\_\_

7. Carry on Objects and Sharp Noises: Participant understands that he/she must not carry loose items which may fall, blow away, flap in the wind, bounce or make sharp noises, possibly scaring a horse and shall avoid making sharp, loud noises, such as screaming or yelling, which may scare a horse. \_\_\_\_\_

8. Saddle Girths - Natural Loosening: To the extent Participants mount a horse, Participant understands that saddle girths (saddle fasteners around horse's belly) may loosen during a ride and shall alert nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and potential fall from the animal. \_\_\_\_\_

9. Accident/Medical Insurance: Participant agrees that should emergency medical treatment be required, that Participant and Participant's own accident/medical insurance company shall be solely responsible for and shall pay all expenses of and every nature arising out of or in connection with such treatment. Participant's accident/medical insurance company is:

INSURANCE COMPANY NAME \_\_\_\_\_ AND POLICY NUMBER \_\_\_\_\_



**10. Protective Headgear Offering:** To the extent Participant rides a horse, Participant has or will be offered protective headgear (riding helmet), by the Club and understands that the wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent, or reduce the severity of some head injuries, and even prevent death as the result of a fall or other occurrence. It is understood that Club-provided protective headgear may not be on the Participant's head at all times. Mark an "X" below in the box before the statement which describes Participant's choice to wear or not to wear Club provided protective headgear.

**Protective Headgear Acceptance:** I request to wear protective headgear which the Club provides.

**Protective Headgear Refusal:** I refuse to wear any type of protective headgear provided and/or will provide my own. I accept full responsibility for my safety in this decision.

**11. Condition of Premises:** Participant acknowledges that the Premises are located within the Portuguese Bend Landslide ("PBL") area, which has been under Evacuation Warning Status, and that the land at the Premises is subject to ongoing, changing and dynamic conditions. \_\_\_\_\_

**12. Indemnification:** Except for claims arising solely from the Club's or the Owner's gross negligence or willful misconduct, Participant hereby indemnifies, defends and holds harmless the Club and Owner and their respective members, officers, employees, agents, successors, and assigns, from and against any and all claims, damage, actions, suits, liabilities, damages, losses, judgements, fines, penalties, costs, and expenses, including but not limited to, reasonable attorney's fees, arising from or out of or in connection with the loss of life, personal injury, contractual claims, or damage to Participant and/or the Participant's personal property (including Participant's horse(s), if any), arising from or out of the use by the Participant of the Premises or any other part of the real or personal property of the Club or the Owner, regardless of cause or origin, including but not limited to, the actions or failure to act or the negligence, (excluding gross negligence or willful misconduct of the members, agents, contractors, invitees, or employees, officers, or directors of the Club or the Owner. Said indemnity obligations shall include but are not limited to the loss of life, personal injury, contractual claims, or damages to Participant and/or the Participant's personal property (including Participant's horse(s), if any) resulting from landslides, earth movement, soil erosion, cracks, fissures, or other physical or geological conditions at or near the Premises. \_\_\_\_\_

**13. Release and Waiver of Claims:** Participant acknowledges that she/he bears all risk of loss to all equipment and other personal property that Participant may use in or about the Premises and hereby waives any claims against the Club or the Owner relating to any such use. **TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR CLAIMS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CLUB OR THE OWNER, PARTICIPANT**



FULLY WAIVES, RELEASES, AND DISCHARGES THE CLUB AND THE OWNER, ALONG WITH THEIR RESPECTIVE AFFILIATES, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO PARTICIPANT'S USE OF THE EQUESTRIAN FACILITIES OR PARTICIPATION IN ACTIVITIES ON THE PREMISES. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, INJURIES, DEATH, OR PROPERTY DAMAGE CAUSED BY NATURAL CONDITIONS, EQUINE BEHAVIOR, OR OTHER INHERENT RISKS OF EQUESTRIAN ACTIVITIES. PARTICIPANT ACKNOWLEDGES AND ACCEPTS THE RISKS OF EQUESTRIAN ACTIVITIES AND AGREES THAT THE CLUB AND THE OWNER SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, OR EXPENSES ARISING OUT OF SUCH RISKS. THIS RELEASE INCLUDES CLAIMS OF WHICH PARTICIPANT IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST, BUT WHICH, IF KNOWN, WOULD MATERIALLY AFFECT PARTICIPANT'S DECISION TO ENTER INTO THIS AGREEMENT. PARTICIPANT SPECIFICALLY WAIVES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: 'A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.' BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND AGREES THAT THEY UNDERSTAND AND ACCEPT THE RISKS INVOLVED, INCLUDING THOSE THAT ARE PRESENTLY UNKNOWN.

14. California Equine Activity Liability Act: This Agreement is governed by California's Equine Activity Liability Act (California Civil Code § 916 et seq.), which limits the liability of equine activity sponsors and participants for injuries arising from the inherent risks of equine activities. Participant acknowledges and understands these protections. \_\_\_\_\_

**THE UNDERSIGNED PARTICIPANT HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT**

**SIGNATURE OF PARTICIPANT / DATE**

**ADDRESS IN FULL, INCLUDING ZIP CODE**

**PHONE NUMBER, INCLUDING AREA CODE**

**SIGNATURE OF GUARDIAN FOR PARTICIPANT**

**UNDER 18 YEARS OLD / DATE**