



PLEASE READ CAREFULLY BEFORE SIGNING

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.

_____ **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. 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. _____

5. 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. _____

6. 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 _____

7. Protective Headgear: 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.

8. Condition of Premises: Participant acknowledges that the Premises are located within the Portuguese Bend Landslide ("PBL") area, and that the land at the Premises is subject to ongoing, changing and dynamic conditions. _____

9. 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, resulting from landslides, earth movement, soil erosion, cracks, fissures, or other physical or geological conditions at or near the Premises. _____

10. 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.

11. 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**