



## Barn Safety Rules

The following Barn Safety Rules for the conduct of Members, guests, parents, sponsors and other persons while around the barn or on the club premises, before, during and after lessons and while riding, have been adopted by the club. Members and their guests are expected to abide by these rules while on club premises.

1. Apparel - Approved ASTM/SEI certified riding helmet must always be worn when riding, lounging or doing groundwork. All helmets must fit and be securely fastened. Sturdy, closed-toe shoes should be worn at the barn and riding areas. This applies to members, family, and guests. Members must have their ankles covered by an appropriate protective shoe. When riding with stirrups, shoes/boots must have a heel. USPC requires cross country vests while jumping on the cross country course.
2. Visitors - Visitors to the barn must be accompanied by a Member, parent or sponsor at all times. Non-members may be invited for brief visits but may not be left unattended. Family members may be present but should conduct themselves in a safe manner at all times. Young children may never be left unattended at the barn. Members are responsible for the actions of their guests. No guest or family member may ride a member's horse without first signing appropriate club and landowner waivers.
3. Dogs - Dogs on club facilities must be on a leash and under the owner's control when horses are out of their stalls or are being ridden. As long as a dog is under the owner's control, a dog may be off leash when all horses are in their stalls and no horses are being ridden on the club facility or are in the turn out or wash areas. No dogs are allowed in stalls.
4. Riding - All adult members ride at their own risk. Unrated and D rated minor members must have an adult present willing to assume responsibility for monitoring their activities when riding at the club. Minor members with a mounted C rating may ride at the club without adult supervision. No members are allowed to jump when alone. Before going riding off the property, members should tell a parent or someone who will be around the barn area where they are going and how long they expect to be gone. If going off of the club facility, the destination, expected return time, and names of riders should be written on the white board on the tool shed door. Members should always return to the barn before dark. Riders should always be courteous to members of the Portuguese Bend community. We are here by their invitation.
5. Lounging - An approved ASTM/SEI certified riding helmet must be worn when lounging. Lounging should be done with a bridle and a properly attached lounge line. Minor D rated members must be supervised and approved by a C-3 or higher rated member or by a club instructor to lounge with a bridle and side reins. D rated minor members may lounge with a bridle without side reins provided they have been approved to do so by a club instructor and the DC. All Members may free lounge while wearing a helmet.



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6. Turn Out - Use of the turnout and the arena for turnout is limited to 15 minutes when another member is waiting to use either. The member responsible for the horse must remain on the property at all times when the horse is turned out. Horses must be under the direct control on a lead rope held by a member, or responsible guest, at all times when outside a stall, turn out or the arena. Horses can never be turned free, left untied, unattended or uncontrolled at any time while outside of their stall, turn out or the arena.

7. Horse Care - The following rules apply to the care of horses boarded at or using club facilities:

7.1. All members must commit to a minimum of 4 days per week for the care of their horse(s). If a member is temporarily unable to care for or exercise their horse, arrangements must be made for a substitute and the DC must be notified of the arrangements. The substitute must be provided with written permission to authorize the medical care of the horse in the event of an emergency.

7.2. A quick release knot or quick release snap must always be used when tying a horse. Break-away halters or twine loop attached to halters must be used. Never tie a horse to a pipe corral, the arena, turn out, unsecured horse trailer or other non-fixed object. Never leave a horse that is tied unattended. Never leave a horse alone at the wash rack or in cross ties. Never leave the barn area with your horse tied up.

7.3. All horses boarded at the club facility must have an appropriate stall card secured to the outside of the stall. Stall cards must have the name and physical description or photo of the horse; TPRs, the name, phone number and emergency contact number of the owner/boarder; the vet and farrier name and phone number; and the horse's feed schedule.

8. Miscellaneous - The following rules apply to all members:

8.1. No person is allowed to be on horseback inside any of the stalls or in the barn aisle.

8.2. Members must clean up after their horses and properly dispose of manure from stalls, tie areas and wash rack. There should be no loose equipment (wheelbarrows, rakes, halters, buckets, etc.) left in a stall, within a horse's reach or elsewhere around the facility. All tools and wheelbarrows must be secured in a tool shed or storage stall as expected at a rally.

8.3. Brush boxes, buckets, hay nets, lead lines, and other tack, equipment or personal items should not be left out where they can cause a horse or person to trip or injure themselves, or present a safety hazard. All tack, equipment and personal items must be picked up and properly put away in an appropriate tack storage area before leaving the barn area. All trash must be put into trash containers and properly disposed of.



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- 8.4. The Tack Rooms must be locked when no one is at the barn. Only members and sponsors are allowed to have the combinations.
- 8.5 All feed must be properly stored in secured trashcans within the feed room or a secured storage area. Feed must be stored out of the reach of any loose horse and secured from rodent infestation.
- 8.6 Horses must only be washed at the paved wash rack.
- 8.7 All lights must be turned off by 8:00 p.m.

Violations - The use of the club facility is a privilege and not a right of USPC membership. Violations of the Barn Safety Rules set forth above will be treated as penalties as set forth in the Club's Barn Policies. Repeated offenses that jeopardize the safety of persons, horses, property, equipment or threaten our continued use of the facility may result in termination of a member's privilege to board at and/or use the club facility.

To New Members and Parents: A copy of these Barn Safety Rules are posted in the Tack Room at the club Facility, and are also found as an attachment to the Portuguese Bend Pony Club Barn Policies. As a new member, please sign and return a copy of these Barn Safety Rules acknowledging that you have read them and, as a member, parent, and/or legal guardian, you agree to be bound by them. A copy of these Barn Safety Rules should be kept with your membership materials for your reference. I acknowledge having read the above Barn Safety Rules for the Portuguese Bend Pony Club, and agree to abide by these rules whenever at the club facilities.

Member:  
★ \_\_\_\_\_  
(Signature)

★ \_\_\_\_\_  
(Print Name) Date: ★ \_\_\_\_\_

Parent/Legal Guardian:  
★ \_\_\_\_\_  
(Signature)

★ \_\_\_\_\_  
(Print Name) Date: ★ \_\_\_\_\_



# 2024 Brown Release

EXHIBIT B

LIABILITY RELEASE FORM

Portuguese Bend Pony Club, Inc. (hereinafter referenced as "Club")

PLEASE READ CAREFULLY BEFORE SIGNING

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

THIS Club DOES NOT GUARANTEE YOUR SAFTY.

1. Registration of Rider and Agreement Purpose: I, the following listed individual, for him or herself and on behalf of his/her parents, siblings, my heirs, estate, assigns, including all minor children, agents and personal representatives (collectively "Rider"), 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 ("Premises"), which Premises are owned by The Brown Family Trust ("Trust"), for the purpose of horseback riding, storage of tack and stabling of horses on ★ \_\_\_\_\_, and from time to time thereafter, until ★ \_\_\_\_\_, at which time this Release shall terminate.

★ \_\_\_\_\_ PRINT RIDER'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 Rider, agents and personal representatives and it 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 "Rider" ad "rider" shall also refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms me and my shall refer to the Rider. \_\_\_\_\_

3. Activity Risk Classification: Rider 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 the only sport where one such small, weaker predator animal (human) tries to impose it's will on another much larger, stronger prey animal with a mind of it's own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from it's training and act according to it's natural survival instincts which may include, but be not limited to: stopping short; changing directions or speed at will; shifting it's weight; bucking; rearing; kicking; biting; or running from danger. \_\_\_\_\_



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5. Rider Responsibility: Upon mounting a horse, Rider 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. Rider agrees the 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: Rider understands that neither the Club nor the Trust 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 are: 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 Rider, 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: Rider 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: Rider 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: Rider agrees that should emergency medical treatment be required, that Rider and Rider'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. Rider's accident/medical insurance company is:

★ \_\_\_\_\_ and ★ \_\_\_\_\_  
Insurance Company Name Policy #

10. Protective Headgear Offering: Rider has been 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 Rider's head at all times. Mark an "X" below in the box before the statement which describes your 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 and/or will provide my own. I accept full responsibility for my safety in this decision.



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11. Release and Indemnification: Rider hereby releases and indemnifies Club and the Trust and will save each of them harmless from and against any and all claims, actions, damage, liability, and expense, including but not limited to, reasonable attorney fees, in connection with loss of life, personal injury, contractual claims, or damage to Rider and/or the Rider's personal property, arising from or out of the occupancy or use by the Rider of the Premises or any other part of the real or personal property of the Club or the Trust, regardless of cause or origin, including but not limited to, the actions or failure to act or the negligence of trustees, beneficiaries, agents, contractors, invitees, or employees, officers or directors of the Club or the Trust. \_\_\_\_\_

12. Waiver of Claims: Rider acknowledges that she/he bears all risk of loss to all equipment and other personal property that Rider may use in or about the Premises and hereby waives any claims against the Club or the Trust relating to any such use. Neither the Club nor the Trust shall not be liable to Rider claims, actions, damage, liability, and expense, including but not limited to the action or failure to act or the negligence of the beneficiaries, agents, contractors, invitees, or employees, officers or directors of the Club or the Trust. \_\_\_\_\_

### THE UNDERSIGNED RIDER HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT



\_\_\_\_\_  
Signature of Rider



\_\_\_\_\_  
Date



\_\_\_\_\_  
Address in full, including zip code



\_\_\_\_\_  
Phone number, including area code



\_\_\_\_\_  
Guardian (Print)



\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Address in full, including zip code (If different from above)



\_\_\_\_\_  
Phone number, including area code



## Adult Code of Conduct

The United States Pony Clubs, Inc. is proud of its reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. It expects no less from the parents, guardians, adult family members or others who volunteer for the organization. The USPC expects appropriate behavior when participating in any Pony Club activity. Inappropriate behavior may include, but not be limited to: profanity, vulgar language or gestures; harassment (for example: using words or actions that intimidate, threaten or persecute others before, during or following any Pony Club activity); failure to follow rules; cheating; or abusive behavior.

I understand that USPC activities operate under the governance of National, Regional and Club By-laws, Policies and Rulebooks. I understand that I have access to these By-laws, Policies and Rulebooks and that it is my responsibility to read them. I agree to adhere to these By-laws, Policies, Rulebooks and this Code of Conduct. Failure to do so may, at the discretion of USPC, result in being restricted from attendance or participation in Pony Club activities.

Adult/Parent/Legal Guardian:



\_\_\_\_\_

(Signature)



\_\_\_\_\_

(Print Name)

Date: ★ \_\_\_\_\_

### MEDICAL HISTORY

COMPLETE ALL SECTIONS

Any serious illnesses? (diabetes, heart disease, seizures, asthma): \_\_\_\_\_  
\_\_\_\_\_

Recent surgery? \_\_\_\_\_

Are you pregnant:  No  Yes

No/Yes

\_\_\_\_ Head Injury or Concussion(s): \_\_\_\_\_

List dates: \_\_\_\_\_

\_\_\_\_ Neck or Back Injuries: \_\_\_\_\_

List dates: \_\_\_\_\_

\_\_\_\_ Fractures or Dislocations: \_\_\_\_\_

List dates: \_\_\_\_\_

\_\_\_\_ Chest or Abdominal Injuries: \_\_\_\_\_

List dates: \_\_\_\_\_

\_\_\_\_ Normal Vision?

\_\_\_\_ Do you wear contacts?

\_\_\_\_ Normal Hearing?

Last Tetanus Immunization Date: \_\_\_\_\_

Current Medications: \_\_\_\_\_  
\_\_\_\_\_

### PRIMARY PHYSICIAN

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

### HEALTH INSURANCE INFORMATION:

CARRIER: \_\_\_\_\_

\_\_\_\_ CARD

#: \_\_\_\_\_

INSURED/NAME OF  
CARDHOLDER: \_\_\_\_\_



### USPC MEDICAL CARD

NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ M \_\_\_\_ F

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_ ALLERGIES

(all): \_\_\_\_\_

EMERGENCY CONTACT: (MUST BE OTHER  
THAN SELF)

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ NAME: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ NAME: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_ PHONE: \_\_\_\_\_

### RELEVANT INJURIES AND MEDICAL CONDITIONS

Date of Diagnosis/ Accident	Type of Injury/ Severity of Condition	Treating Doctor Name/Phone

#### Medical Armband - Required for Rallies

Please cut out, fold and place in armband sleeve. Armbands can be purchased at <https://shopponyclub.org>

Alternatively, <https://www.roadid.com> or other similar shops sell wrist bands. All Medical Bracelets must visibly list these six items on them: Name and Date of Birth, Contact Information, Known Allergies, Current Medications, and Existing Medical Conditions. If there are no known allergies, then that item should read NKA or NKDA (for no known drug allergies). If there are no current medications or existing medical conditions those items should say NONE.