

PORTUGUESE BEND PONY CLUB RELEASE 2019

I, _____ (PARENT OR GUARDIAN IF RIDER UNDER THE AGE OF 18),
HEREBY ACKNOWLEDGE THAT I HAVE REQUESTED PERMISSION TO PARTICIPATE IN OR SPECTATE AT
EQUESTRIAN OR OTHER ACTIVITIES ON THE PREMISES OF PORTUGUESE BEND PONY CLUB AT 2 W.
POMEGRANATE RD., RANCHO PALOS VERDES, CALIFORNIA. I AGREE TO ABIDE BY PORTUGUESE
BEND PONY CLUB RULES.

_____ **INITIAL**

I AM AWARE THAT COMBINED TRAINING, JUMPING, TRAIL RIDING, CONDITIONING, MOUNTED GAMES
AND ALL OTHER FORMS OF EQUESTRIAN ACTIVITIES, INCLUDING THE TE4CHING, TRAINING OR
COACHING THEREOF CAN BE HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN EQUESTRIAN OR
OTHER ACTIVITIES. I DO SO WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE
TO ACCEPT ANY AND ALL RISK OF DAMAGE TO MY PROPERTY AND/OR INJURY OR DEATH TO
MY HORSE OR PERSON.

_____ **INITIAL**

IN CONSIDERATION FOR BEING PERMITTED TO USE THE FACILITIES AT PORTUGUESE BEND PONY CLUB, I
HEREBY AGREE THAT I, MY HEIRS, BENEFICIARIES, DISTRIBUTEES, GUARDIANS, LEGAL
REPRESENTATIVES AND ASSIGNEES WILL NOT MAKE ANY LEGAL CLAIM AGAINST, SUE, ATTACH THE
PROPERTY OF, OR PROSECUTE PORTUGUESE BEND PONY CLUB, ITS OWNERS, SPONSORS,
COMMISSIONERS, DIRECTORS, OFFICERS, MEMBERS, LANDOWNERS, EMPLOYEES, AGENTS OR
ASSIGNEES, FOR ANY CLAIM I NOW HAVE OR MAY HEREAFTER HAVE FOR DEATH, INJURY, OR
PROPERTY DAMAGE RESULTING FROM OR ARISING OUT OF MY USE OF THE CLUB HORSES OR FACILITIES
AT PORTUGUESE BEND PONY CLUB, WHETHER CAUSED BY MY ACTS OR OMISSIONS OR NEGLIGENCE OR
ANYONE ELSE'S. I ACKNOWLEDGE THE HAZARDS MAY INCLUDE, BUT ARE NOT LIMITED TO, LOOSE
HORSES, LOOSE DOGS, DETERIORATED OR DAMAGED EQUIPMENT, OBSTACLES, HOLES, DEBRIS,
UNEVEN TERRAIN, NATURAL AND UNNATURAL HAZARDS AND SPECTATORS. IN ADDITION, IT IS
UNDERSTOOD THAT ANY AND ALL INSURANCE I HAVE SHALL BE PRIMARY.

_____ **INITIAL**

TO THE FULLEST EXTENT PERMITTED BY LAW, I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS
PORTUGUESE BEND PONY CLUB AND ITS OWNERS, SPONSORS, COMMISSIONERS, DIRECTORS, OFFICERS,
MEMBERS, LANDOWNERS, EMPLOYEES, AGENTS AND ASSIGNEES FOR AND AGAINST ANY AND ALL
CLAIMS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES OF EVERY KIND, INCLUDING BUT NOT
LIMITED TO ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH MY ACTIVITIES
UNDER THIS AGREEMENT. THIS INDEMNITY SHALL APPLY REGARDLESS OF ANY ACTIVE AND/OR
PASSIVE NEGLIGENT ACT OR OMISSION OF PORTUGUESE BEND PONY CLUB, ITS LANDLORD, OWNERS,
SPONSORS, COMMISSIONERS, DIRECTORS, OFFICERS, MEMBERS OR ASSIGNEES.

_____ **INITIAL**

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I
AM AWARE THAT THIS IS A RELE4SE OF LIABILITY, A WAIVER OF LEGAL RIGHTS AND CONTRACT
BETWEEN ME AND PORTUGUESE BEND PONY CLUB, AND SIGN IT OF MY OWN FREE WILL. I FURTHER
ACKNOWLEDGE THAT THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE
FACILITIES, EVENTS, OR ACTIVITIES AT PORTUGUESE BEND PONY CLUB, 2 W. POMEGRANATE RD.,
RANCHO PAOLS VERDES, CALIFORNIA.

_____ **INITIAL**

NAME OF RIDER _____

SIGNATURE OF RIDER _____ **DATE** _____

(OR PARENT OR GUARDIAN IF RIDER UNDER THE AGE OF 18)

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.

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.**

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

Signature of the Guardian

Date

Address in full, including zip code

Phone number, including area code