



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. All visitors to the barn (including non-members, family members and parents/guardians on behalf of minors) must sign the Liability Release And Hold Harmless Agreement attached to the Barn Safety Rules as Exhibit A. No guest or family member may ride a member's horse without first signing the Liability Release And Hold Harmless Agreement.
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.



Barn Safety Rules

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.



Barn Safety Rules con't

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: ★ _____



Exhibit A-Liability Release And Hold Harmless Agreement (“Agreement”)

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 INFINITE HILL, LLC a California limited liability company (“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 stabling of horses on _____, and from time to time thereafter, until _____, at which time obligations in Section 12.

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 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 it’s weight; bucking; rearing; kicking; biting; or running from danger. _____



Exhibit A-Liability Release And Hold Harmless Agreement (“Agreement”)

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 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: 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 mounts 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:

_____ and _____
Insurance Company Name Policy #

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 and/or will provide my own. I accept full responsibility for my safety in this decision.



Exhibit A-Liability Release And Hold Harmless Agreement (“Agreement”)

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.



**Exhibit A-Liability Release And
Hold Harmless Agreement (“Agreement”)**

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

Guardian for Participant under 18 years old (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: ★ _____

