

**Horse Rental, Equestrian, Guide & Outfitter Services Agreement
Liability Release, and Assumption of Risk Agreement**

Malibu Riders Inc.

Santa Monica Mountains National Recreation Area

**READ CAREFULLY AND COMPLETE AND/OR INITIAL ALL SECTIONS BEFORE
SIGNING**

A. Registration of Participant and Agreement Purpose: I, the following listed individual, or the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by Malibu Riders Inc. ("MRI").

Participant Full Name: _____ Age: ____ Date of Birth: _____

Legal Guardian: _____ (if Participant is under 18) shall be referred to herein as Responsible Party ("RP").

Weight over 240lbs: Yes __ No __ Horse Riding Experience: Beginner (under 10 hrs) __ Over 10 hours __

Does Participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse?

(Circle One) YES NO If you circled "Yes" how can we help this Participant with his/her special needs?

Medical Insurance: Participant/RP agrees that: Should medical treatment be required, RP or RP's medical insurance shall pay for ALL such incurred expenses.

- RP medical insurance company is: _____
- Policy number is: _____
- RP does not carry medical insurance _____

WRITE RP INITIALS BELOW AFTER READING EACH SECTION.

B. Agreement scope territory and definitions: This Agreement shall be legally binding upon *the registered Participant, and RP (if applicable) and the parents or legal guardian thereof (if a minor), my heirs, estate and assigns, and personal representatives.* This Agreement shall be interpreted according to the laws of the state of California, County of Los Angeles. This Agreement is intended to be valid and binding at all times now and in the future when MRI permits Participant to enter MRI's property, Participant, be near any horse, receive instruction or

guidance from MRI's associates and/or when rides or is near horses on or off MRI's property. _____ INITIALS

C. INHERENT RISKS/ASSUMPTION OF RISKS. RP ACKNOWLEDGES THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in horseback riding and similar activities, regardless of all reasonable safety measures which can be taken and I/RP agree to assume them. Such inherent risks include, but are not limited to the propensity of horses behave in ways that may result in injury, harm, death, or loss to persons and/or their property; the unpredictability of a horse's reactions to sounds, sudden movement, unfamiliar objects, persons, and/or other animals; hazardous surface or subsurface conditions; collision, encounters, and/or confrontation with another horse, animal, person or object, the potential I/RP or another Participant may act in a negligent manner that may cause on contribute to injury, harm, death, or loss to the Participant or other person, if a horse is frightened or provoked it may divert from its training and instead act according to its natural survival instincts which may include, stopping short, spinning around, changing directions, speeding up, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger. I/RP also acknowledge that these are just some of the risks inherent in horseback riding and I/RP agree to assume others not mentioned above. I am not relying on MRI to list all possible risks to me. _____ INITIALS

D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES. RP ACKNOWLEDGES THAT: The Participant may be taking part in a WILDERNESS EXPERIENCE that may be hazardous. RP ACKNOWLEDGES THAT a WILDERNESS EXPERIENCE is defined as an activity in a natural and/or wild environment and /or rugged and/or uncultivated areas or regions. Participant is likely to encounter mammals, reptiles, and insects which are not tame, and which may be harmful. RP ACKNOWLEDGES THAT: MRI IS NOT responsible for any elements of nature and/or sights, sounds, and/or sudden movements that can frighten a horse, cause it to fall, or react in some other unsafe or unexpected manner. SOME EXAMPLES INCLUDE: Thunder, lightning, rain or wind; wild and domestic animals, insects and/or reptiles that may harm a horse or person; irregular terrain which is subject to changing conditions. I/RP also acknowledge that these are just some of the risks and I/RP agree to assume others not mentioned above. I/RP am not relying on MRI to list all possible conditions Participant might encounter. I have inspected MRI's facilities and am satisfied that all on-premises conditions are reasonably safe and maintained for this participant's intended use and purpose. _____ INITIALS

E. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING RP ACKNOWLEDGES THAT: when approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, any of which may scare horses and cause them to react in unsafe ways. All such personal items should be firmly secured before participating in the activities. **SOME EXAMPLES ARE** cameras, cell phones, hats not securely fastened under chin, toys, and purses. When near or riding a horse, participants must not make sharp or loud noises, such as

whistling, screaming or yelling, which may scare horses and cause them to react in unsafe ways.
_____ INITIALS

F. SADDLE AND GIRTH LOOSENING WARNING RP ACKNOWLEDGES THAT: saddle girths (fastener straps around the horse's belly) may loosen during ride. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse. _____ INITIALS

G. PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: RP ACKNOWLEDGES THAT, for myself and on behalf of my child and/or legal ward have been fully warned and advised by MRI that protective headgear/helmets, which meet or exceed quality standards of the SEI CERTIFIED ASTM STANDARD F must be worn while riding, handling, and/or being near horses. I understand that wearing such headgear/helmets may reduce the severity of head injuries and possibly prevent death as a result of a fall or other occurrence. RP ACKNOWLEDGES THAT: MRI has offered me, or my child and/or legal ward if applicable, protective headgear/helmets that meet or exceed the quality standards of the SEI CERTIFIED ASTM STANDARDS F 1163 Equestrian Helmet. RP ACKNOWLEDGES THAT once provided, I or my child will be responsible for properly securing the headgear/helmets on the Participant's head at all times. I am not relying on MRI and/or its associates to check any headgear/helmets or their straps or monitor my compliance with the use of headgear/helmets.
_____ INITIALS

H. THIS STABLE'S PROTECTIVE HEADGEAR/HELMETS POLICY: RP understands and agrees that MRI requires all riders to wear ASTM standard F I 163 Protective Headgear/Helmets.

Helmet Requirements for Riders Age 6 Years and Younger: For their safety, children 6 yrs and younger **MAY NOT** participate as a rider in horse rental and trail riding equestrian services. ALL other riders **MUST** wear protective headgear/helmets.

I. LIABILITY RELEASE RP AGREES THAT: In consideration of MRI allowing my participation in this activity, under the terms set forth herein, I, and on behalf of my child and/or legal ward my or their, heirs, administrators, personal representatives, or assigns, do agree to release, hold harmless and discharge MRI, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated, or unanticipated, due to MRI's and/or its ASSOCIATES' negligence or legal liability; and I do further agree that, except in the event of MRI's gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions or causes of action against MRI or its ASSOCIATES as, for any economic or non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of MRI, which includes riding, handling, or otherwise being near horses, whether on or off the premises of MRI. _____ INITIALS

J. NATIONAL PARK SERVICE RELEASE OF LIABILITY: Nothing in this Liability Release and Assumption of Risk Agreement shall be interpreted as the participant and parent releasing THIS STABLE from liability for injuries, damage, death or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by THIS STABLE'S gross negligence, recklessness or intentional misconduct, including but not limited to any negligence with respect to THIS STABLE'S judgements and decisions or THIS STABLE'S failure to take reasonable precautions to ensure it proves participant with safe and defect-free equipment. _____ INITIALS

**EACH PARTICIPANT OR PARENT/LEGAL GUARDIAN MUST SIGN BELOW
AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT.**

SIGNER STATEMENT OF AWARENESS

I, THE UNDERSIGNED REPRESENTS THAT I HAVE READ AND DO UNDERSTAND THE FORGOING LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I ATTEST THAT ALL FACTS PROVIDED BY ME ARE TRUE AND ACCURATE. I AM SIGNING WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

_____ Date: _____
Signature of Participant (Spouses must sign for themselves) Parent or Guardian

Address: _____

Email Address: _____

City: _____ State: _____ Zip: _____

How did you hear about us? _____

Phone #: _____ Work Phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY:

_____ PHONE #: _____

CHILD 1 _____ CHILD 2 _____ CHILD 3 _____