



Rancho Santa Fe Association
Osuna Ranch
**Release and Waiver of Liability, Assumption of Risk,
Indemnity and Participation Agreement**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR DAMAGE TO PROPERTY.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

I, _____, the undersigned, in consideration of my participation in equestrian activities, do hereby agree to release and discharge Rancho Santa Fe Association, its employees, agents or representatives, on behalf of myself, AND my minor child _____, my heirs, assigns, personal representatives and estate as follows:

Assumption of Inherent Risks

1. I **understand and acknowledge** that the activity I am about to voluntarily engage in as a participant bears **certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties.** What follows is a description of some, but not all of those risks:
 - a. A horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, push, shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
 - b. Equipment may fail; saddles and bridles may loosen or break resulting in serious injury or death.
 - c. Additional risks include, but are not limited to those caused by the actions of others, including, but not limited to co-participants. I hereby assume **ALL** risks of participating in equestrian activities.
2. I **acknowledge that equestrian activities and horseback riding are dangerous activities and involve RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH,** because of the unpredictable nature and seemingly irrational behavior of horses, regardless of their training and past performance.
3. I **voluntarily assume the risk and danger of injury or death** inherent in equestrian activities, including, but not limited to use of the horse, equipment, and gear.
4. I **voluntarily assume the risk and danger of injury or death** inherent in the use of the stables and property of Rancho Santa Fe Association where Osuna Ranch is located.

Waiver of Liability for Negligence

5. I **RELEASE** Rancho Santa Fe Association, its employees, agents or representatives, today and on all future dates from **ANY CLAIM** of injury, death, other damage or loss resulting from my participation in equestrian activities, or as a result of the **ORDINARY NEGLIGENCE** of Rancho Santa Fe Association, its employees, agents or representatives **in connection with my equestrian activities, INCLUDING BUT NOT LIMITED TO** training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders, and the maintenance and care of the property known as Osuna Ranch.



Indemnification Agreement

6. **I INDEMNIFY, SAVE AND HOLD HARMLESS**, Rancho Santa Fe Association, its employees, agents or representatives, **AGAINST ANY LOSS, LIABILITY, DAMAGE OR COST** it may incur either;
 - a. Arising out of or in any way connected with either my equestrian activities including but not limited to use of the horse, any equipment or gear, or any acts or omissions of employees, agents or representatives OR,
 - b. Arising out of claims of co-participants, anyone providing help or rescue and others, arising from my participation in equestrian activities.

Covenant Not to Sue

1. **I RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Rancho Santa Fe Association, its employees, agents or representatives **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, TO MY PERSON OR PROPERTY.**

Rules & Health Status

1. I agree to abide by and follow any instructions given or rules established by Rancho Santa Fe Association, its employees, agents or representatives with regard to my equestrian activities.
2. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in equestrian activities and to cover bodily injury or property damage caused to a third party as a result of my participating in equestrian activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
3. I represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities.
4. I understand that Rancho Santa Fe Association strongly urges all participants to wear an ASTM-standard and SEI certified helmet while mounted. I understand and agree that I bear all risk associated with riding without a helmet. I understand and agree that no person under age eighteen (18) will be permitted to mount any horse or pony without wearing an ASTM-standard and SEI certified helmet.
5. I acknowledge that while Rancho Santa Fe Association may require or recommend that I wear an ASTM-standard and SEI certified helmet it does so while WARNING that no protective equipment can guard against all injuries.

Venue, Severability, Attorney Fees & Integration Clause

1. I agree that if, despite this Agreement, legal action is brought regarding a claim, it must be brought in the Superior Court of California of San Diego County, and further agree that the substantive laws of the State of California shall apply in any action brought.
2. The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence and indemnity agreement is governed by the laws of the State of California and is intended to be as broad and inclusive as permitted by California law, and in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and legal effect.
3. I acknowledge that this document is a contract and agree that if a lawsuit is filed against Rancho Santa Fe Association, its employees, agents or representatives for any injury or damage in breach of this contract, the prevailing party will be entitled to recover attorney fees and costs.
4. I understand that this is the entire Agreement between myself (and on behalf of my minor child, if applicable) and Rancho Santa Fe Association and cannot be modified or changed in any way by the representations or statements of any employee, agent or representative, or me.



- 5. **MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

- 6. If I am a parent or guardian of a minor child choosing to participate in equestrian activities with Rancho Santa Fe Association, I consent to the child's participation and **AGREE**, to all of the above terms and provisions and **AGREE** to assume all of the obligations of this release on the child's behalf.

Printed Name of Participant _____

Signature of Participant or Parent or Guardian #1, if Participant is under 18.

Date _____

Signature of Participant or Parent or Guardian #2, if Participant is under 18.

Date _____