

# BRIARWOOD RIDING SCHOOL

## RELEASE FROM LIABILITY

Printed Name of Rider \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_  
Required Only if Rider under 18 years old

By signing this document, the Rider and Parent/Guardian (if Rider is under 18 years old) acknowledge that they fully understand that riding and working around horses is a potentially dangerous activity. Although reasonable precautions can be taken, nothing will ever remove all of the danger of bodily harm or death while working with animals as large, powerful, and unpredictable as horses. Many people have been injured or even killed despite their best efforts at prevention and caution. Horses by nature are unpredictable. They frighten easily, and when frightened or stressed, their natural instinct is to jump forward or sideways, to run away at a trot or gallop, to kick, to buck, to rear up in front, or to bite. They may attempt to unseat their rider at any time and when this occurs, the rider may fall to the ground and may be injured or killed either by the fall itself or by striking an object such as a rock, a jump, or a fence. Horses may kick or trample a downed rider despite their otherwise friendly behavior. Upon mounting a horse and taking the reins, the Rider is in primary control of the horse and Briarwood Riding School, its agents, owner, employees, and volunteers are not responsible for the results of the Rider's action or inaction or for the unpredictable behavior of the horse itself. By signing this document, I acknowledge that I am responsible for any bodily injury, property damage, loss of work, or medical expenses which I, or my child or legal ward, may sustain while involved in any Briarwood Riding School activities mounted or un-mounted.

I also acknowledge that the property where Briarwood Riding School is located has a residence with a swimming pool and has no lifeguard on duty. I accept that it is my responsibility to ensure that the Rider, and any minor children in my care, behave in a safe fashion at all times (including the swimming pool) while on the property.

**HAVING FULLY READ AND UNDERSTOOD THE FOREGOING, I AGREE THAT I, MY GROUP, AGENTS, HEIRS, EXECUTORS, AND ASSIGNS RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS BRIARWOOD RIDING SCHOOL, COPPER MEADOWS, ITS OWNERS, OPERATORS, PROPERTY OWNERS, PARTNERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND SPONSORS OR ASSOCIATES FROM ALL LIABILITY FOR ANY AND EVERY CLAIM, DEMAND ACTION, OR RIGHT OF ACTION WHATSOEVER OR NATURE IN LAW OR EQUITY ARISING FROM OR BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR ANIMAL AS A RESULT OF MY PARTICIPATION IN ANY OF THE ACTIVITIES OF BRIARWOOD RIDING SCHOOL INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM OR CAUSED BY THE NEGLIGENCE OR ALLEGED NEGLIGENCE WHETHER ACTIVE OR PASSIVE. THE RELEASE IS MADE NOTWITHSTANDING SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM JUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".**

I certify that I, the undersigned, being of legal age, and of sound mind not being under the influence of alcohol, drugs, or intoxicants have read, understood, and agreed to the foregoing Agreement of Release and that I am the legally responsible person for Rider.

**THIS DOCUMENT IS A WAIVER AND RELEASE OF ALL CLAIMS. READ IT CAREFULLY BEFORE SIGNING.**

Signature of Rider \_\_\_\_\_ Date \_\_\_\_\_  
If Rider is 18 years of age or older

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_  
If Rider is under 18 years old