



THE BISOGNO COMPANY, INC. DBA COUNTRY TRAILS & RIDING SCHOOL
HORSE RENTAL AGREEMENT
RELEASE OF LIABILITY, ACKNOWLEDGEMENT & ASSUMPTION OF RISKS
AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

PLEASE WRITE YOUR INITIALS IN THE BOXES PROVIDED AFTER READING EACH SECTION.
PARENTS/GUARDIANS MUST ALSO INITIAL EACH SECTION FOR RIDERS UNDER 18 YEARS OF AGE.

This Release, Assumption of Risk and Indemnification Agreement (“Release”) is entered into by the undersigned in favor of THE BISOGNO COMPANY, INC. DBA COUNTRY TRAILS & RIDING SCHOOL (“Stable”), ITS OWNERS, OFFICERS, EMPLOYEES and AGENTS (including VOLUNTEERS, STUDENTS and GUESTS INVOLVED IN CONDUCTING RIDING ACTIVITIES OF THE STABLE,) AND IN FAVOR OF ALL LANDOWNERS OR LESSORS ON WHOSE PROPERTY RIDING ACTIVITIES MAY OCCUR, including but not limited to PEACOCK HILL EQUESTRIAN CENTER, THE COUNTY OF ORANGE, ROBIN BISOGNO, AND SAM BISOGNO (the “Released Parties”). In consideration of the payment of a fee and the signing of this Release, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire this Stable a horse, tack and equipment, personnel, and trail for the purpose of horseback riding today, and I acknowledge and agree as follows:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS. I understand that riding and being around horses are inherently dangerous activities, and I am voluntarily participating in such activities, and being around such activities, with full knowledge of the dangers involved. Horses are powerful, easily frightened, unpredictable animals. All horses, even those that are well trained and appear gentle, may buck, rear, stop short, change direction or speed at will, shy spook, kick, strike, bite and bolt – all without warning and without apparent cause or in response to wind, sounds, movement or people, cars, bikes or other animals or inanimate objects. The inherent risks include loss of control, falling or being thrown off, being stepped on, collisions with fences, gates, trees, horses or other obstacles, or being hung up or entangled in stirrups, reins or other gear and trailering accidents. Tack may break. Cinches may come loose. I may encounter dangers due to terrain, creeks, rivers, water, waves, weather, thunder, lightning, rocks, cliffs, obstacles man-made and natural, traffic, bees and insects, wild and domestic animals, as well as allergic reactions to dust, insects, animals or vegetation. I understand that **SERIOUS PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF OR OTHERS MAY RESULT** from handling, riding or being in the vicinity of horses, and that property belonging to me or others may be damaged as well.

Initials: _____

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF, INCLUDING FINANCIAL LOSSES (INCLUDING LOSS OF EARNING CAPACITY) AND DAMAGE OR DESTRUCTION OF PROPERTY OWNED BY ME OR IN MY CARE, RESULTING FROM HANDLING, RIDING OR BEING IN THE VICINITY OF HORSES IN CONNECTION WITH ACTIVITIES CONDUCTED BY THE STABLE, INCLUDING RISKS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

Initials: _____

2. RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE. On behalf of myself, my family, heirs, estate, distributes, guardians, legal representatives and assigns, I HEREBY RELEASE THE RELEASED PARTIES AND EACH OF THEM FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES based on any injury, disability, illness, disease, death, financial loss, property loss or damage, or other harm suffered by me, or by any third person for which I may be held responsible, that may result from my participation in or being in the vicinity of horse-related activities conducted by the Stable **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**; provided that nothing in Section 2 shall be deemed to release any Released Party from liability arising from their willful injury to me or any other person or any property, or their gross negligence.

Initials: _____

3. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claim for injury or death resulting from participation in horse-related activities conducted at the Stable, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives, or assigns. This indemnification provided by this Section 3 shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorney fees. I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against activities in which I am participating **WHETHER SUCH INJURY OR DEATH WAS CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

Initials: _____

4. CALIFORNIA LAW GOVERNS. ANY CLAIMS MUST BE BROUGHT IN ORANGE COUNTY, CALIFORNIA. This contract is governed by California Law. Any claims against the Released Parties for injury, disability, illness, disease or death arising out of horse-related activities covered by this Release is governed by California Law and must be brought in Orange County, California.

Initials: _____

5. **EITHER PARTY MAY COMPEL ARBITRATION.** In the event any claim or controversy arises out of the activities covered by this Release, either the Releasing Party or any Released Party involved in the claim or controversy may elect to have the claim or controversy submitted to practice in California for at least 15 years. The arbitration shall be conducted pursuant to the provisions of the California Code of Civil Procedure relating to the conduct of arbitration proceedings. To make an election for arbitration, the electing party must give written notice to the other party and then arbitration shall be binding on the parties. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM EFFECTIVELY WAIVING MY RIGHT TO A JURY TRIAL OR ANY CLAIM I MIGHT HAVE FOR INJURY, ILLNESS, DEATH OR OTHER DAMAGE ARISING FROM HORSE-RELATED ACTIVITIES COVERED BY THIS RELEASE.

Initials: _____

6. **HELMET WAIVER.** (Check and initial one of the three options) THE STABLE RECOMMENDS PROTECTIVE HELMETS! ANYONE UNDER THE AGE OF 18 IS REQUIRED TO WEAR ONE!

Initials: _____

_____ I will wear my own protective helmet.

_____ I will wear a helmet borrowed from you, knowing that it may not fit well and that once provided, I/we will be responsible for securing the helmet to my/our head(s) at all times. I understand that helmets provided by the Stable may not meet standards for certified protective headgear. I accept this risk.

_____ Against the recommendation of the Stable, I refuse to wear a helmet and accept responsibility for this decision.

7. **AGREEMENT TO PAY FOR EMERGENCY MEDICAL TREATMENT.** I AGREE that should emergency medical treatment be required, I and/or my own accident/medical insurance company SHALL PAY FOR ALL SUCH INCURRED EXPENSES. My accident/medical insurance company is _____. My policy number is _____. If you do not have insurance, write "NONE."

Initials: _____

8. **SEVERABILITY.** If any provision of this Release is held to be unenforceable, such provision shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms.

Initials: _____

9. **LEGALLY BINDING.** I have read this Release and understand that I am giving up legal rights. I have executed it knowingly and voluntarily without relying on any statement or representation of any Released Party. I understand that it is a binding legal document.

Initials: _____

10. **PARENTS MUST SIGN FOR MINORS.** I represent that I am 18 years of age or older and am legally competent to enter into this Release for myself. If signing for a minor, I represent that I am the parent or duly appointed legal guardian of the minor for whom I am signing this Release.

Initials: _____

RIDER NAME	AGE (If under 21)	WEIGHT (If over 200 lbs)	HORSE RIDING EXPERIENCE				
1.			____ Beginner (under 10 hours) ____ Over 10 hours				
2.			____ Beginner (under 10 hours) ____ Over 10 hours				
3.			____ Beginner (under 10 hours) ____ Over 10 hours				
4.			____ Beginner (under 10 hours) ____ Over 10 hours				
5.			____ Beginner (under 10 hours) ____ Over 10 hours				
Do any of the above-listed riders have physical or mental health problems which may affect his/her safety and ability to ride a horse? If YES, name the individual and describe conditions here:			<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO						
<input type="checkbox"/>	<input type="checkbox"/>						

Signature of Rider (Spouse must sign for themselves)

Signature of Parent/Guardian

Address

Name of Minor/s (Please print)

City, State, Zip Code

Home Phone

Date

