

# Monterey Bay Horsemanship & Therapeutic Center and Monterey Bay Academy

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

- CALL
- VISIT
- POS
- SCHEDULE
- BOOKLET
- PHONE LIST
- SIGN IN
- CARD

PARTICIPANT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

I acknowledge that horseback riding, vaulting, horse handling, exercising, turn-out, general barn activities, maintenance, and repairs are activities that carry inherent risks of injury to my horse and myself and damage to my property. I acknowledge that the most safety conscious instructor and facility may have an accident occur, while on the premises or in a riding lesson, without any negligence by either party; knowing these facts, I nevertheless choose to participate in horse activities. I am responsible for the supervision, safety, and well being of any guests or family members who may accompany me. If riding, by signing this release, I agree to join the MBHTC riding center, which is a non-profit organization.

I hereby release Monterey Bay Horsemanship & Therapeutic Center (MBHTC) and Monterey Bay Academy (MBA), Anne Phipps and any other board or staff members, or volunteers from all liability for any act of negligence or want of ordinary care on the part of Independent Instructors and MBHTC and MBA, or any of its agents, employees, members, volunteers, or contractors. In consideration of my participation in events organized or sponsored by MBHTC or MBA, I waive, release, and discharge MBHTC and MBA, Independent Instructors, and their employees, contractors, volunteers, directors, officers, agents, members, representatives, heirs, executors, and assigns from any and all claims of liability for injury or damage to myself, any animals, or property arising out of my participation. This agreement is binding upon my executors, heirs, and assigns.

I expressly waive any rights I may have under California Civil Code 1542, 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 by him, might have materially affected his settlement with the debtor." I realize that in any dispute, it is MBHTC not MBA, or its owners or associates who hold any and all responsibility.

I agree that I will indemnify and hold harmless Independent Instructors, MBHTC, MBA, and their employees, contractors, officers, directors, members, volunteers, and agents against all claims, demands, and courses of action, including court cost, and actual attorney fees arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Santa Cruz County, in the state of California. MBHTC, MBA: \_\_\_\_\_  
Instructor: \_\_\_\_\_

MBHTC, MBA, its employees, volunteers, agents, contractors, or members shall not be liable for any damage to person, horse, or property that may occur from any cause or as a result of fire, flood, earth quake, escape, state of health, injury, or death.

ASTM approved helmet, long pants, and heeled boots are required by all mounted riders.

I have inspected MBHTC, MBA riding facilities, grounds, arenas, and pastures and accept their condition as safe for horses & riders.

I acknowledge that I have read this Release of Liability and know and understand its contents.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION

I, the undersigned parent or guardian or the above participant, in consideration of my minor's participation at MBHTC and MBA, a non-profit organization. I agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, our animals, and property arising out of his/her participation there. I acknowledge that I have read this Release of Liability and know and understand its contents.

NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_