

PRIOR TO HANDLING OR RIDING HORSES AT POWAY VALLEY RIDERS ASSOCIATION (PVRA), ALL MEMBERS MUST FILL OUT THIS AGREEMENT COMPLETELY.

EQUINE ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT
PVRA 14336 Tierra Bonita Road, Poway, CA 92064, (mail: P.O. Box 77, Poway, CA 92074)

Name: _____ Date: _____ Cell Number _____

Please read carefully before signing:

I, _____, am voluntarily entering into the following agreement ("the Agreement") with the POWAY VALLEY RIDERS ASSN (PVRA) together with their members, sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, and affiliated persons or entities (all of these persons and entities will collectively be referred to in this agreement as "PVRA"). These persons may own, care for, handle horses, ponies or mules (herein "Horse/s") for all and any equestrian activities at PVRA facility. In addition to myself, I also make this agreement on behalf of the following persons who are my children or legal wards (under 18 years of age) and this agreement shall apply to me and the minors listed below:

List names of **minor children** or legal wards and their relationship of minor/s to contracting party.

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- | | |
|------------------|--------------------|
| 1. Rider 1 _____ | relationship _____ |
| 2. Rider 2 _____ | relationship _____ |
| 3. Rider 3 _____ | relationship _____ |

I hereby agree as follows:

1. I have voluntarily requested to enter PVRA facility to engage in equine activities including but not limited to being near horses, handling horses, grooming horses, riding horses and/or receiving riding instruction, riding at horse shows (herein "Equine Activities") at PVRA facility and/or on its adjacent trails.

2. **ASSUMPTION OF RISK.** I am aware that anyone engaging in Equine Activities can suffer bodily injury including death, due to the unpredictable, dangerous, and powerful nature of horses. I understand that when frightened, angry or under stress, the natural instinct of a horse is to jump forward, up, sideways and/or backwards, and/or to run away from danger by trotting, galloping or bolting. I also understand that Horses are also known to kick, buck, rear up, spin around, strike and bite without warning. I also understand that Horses can trip and fall even on seemingly level ground and such trips can result in severe bodily injury including death to the rider, handler or anyone near a horse. I understand that these risks are inherent in Equine Activities and can occur with or without negligence on the part of PVRA, and I expressly agree to assume all these risks associated with Equine Activities for myself and my minor children and/or legal wards listed above. Furthermore, I assume the risks associated with the condition of the premises of the PVRA facility including but not limited to pitfalls, ditches, uneven surfaces, and other obstacles and activities associated with a working Horse farm.

X Initial Here

3. **LIABILITY WAIVER.** As lawful consideration for being permitted to enter facility and engage in Equine Activities at PVRA Facility and/or adjacent trails, with Horses, regardless of who owns them, I agree to assume full responsibility for any and all bodily injuries, including death and damages which may occur to me. Damages can include but are not limited to medical expenses, losses incurred because of bodily injuries or death, property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge PVRA, and its respective employees, agents, insurers, representatives, heirs, assignees, and other persons acting on her behalf, of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action, (present and future), whether the damage is caused by the ordinary negligence of these parties or not.

X Initial Here

4. **INDEMNITY AGREEMENT.** I also agree to indemnify and hold harmless PVRA and its respective employees, agents, insurers, representatives, heirs, assigns, and others acting on their behalf of against all damages which are sustained or suffered by me or my minor children, legal wards, and /or any third person who are not parties to this Agreement, including but not limited to other people, guests, etc. This indemnity agreement shall apply regardless of whether or not the injury, death, or damage incurred by others is caused by the ordinary negligence or PVRA, and its respective employees, agents, insurers, representatives, heirs, assigns, or others acting on their behalf.

X Initial Here

5. **HELMETS/PROTECTIVE HEADGEAR POLICY.** I understand that PVRA strongly advises and requests that I wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear while engaging in Equine Activities to reduce the severity of injuries, and possibly prevent death.

I understand and agree that **minors must wear** properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when jumping at PVRA Facility.

6. **STATEMENT OF PERSONAL INSURANCE.** I hereby represent that I am now and will be at all times while on PVRA Facility, covered by accident/medical insurance, or that I have sufficient funds to pay for my own medical care.

X Initial Here

7. I understand that independent trainers may conduct business at PVRA but that these individuals are not employees, partners, or in joint venture with PVRA.

8. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is governed by California law and is intended to be as broad and inclusive as is permitted under California law. Should any clause conflict with California law that clause will be null and void, and the remainder of this document shall remain in full effect. The Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement can only be modified by a written agreement that is signed by me and PVRA. If I breach this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement, I agree to pay the attorneys' fees and court costs related to such breach that are incurred by PVRA.

9. Release of image - I hereby grant Poway Valley Riders Association (the organization) permission to use my likeness in photographs, video recordings or electronic images in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the organization and will not be returned. I hereby irrevocably authorize the organization to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing the organization's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image. I hereby hold harmless and release and forever discharge the organization from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I GRANT PERMISSION I DO NOT GRANT PERMISSION



10. I have read the PVRA Bylaws and understand and agree (please check)

11. I have read the PVRA Operating rules and understand and agree (please check)




12. I agree to be responsible for any guests that I bring on to the PVRA grounds and to have guests sign the Guest Release Form (please check)

I HEREBY REPRESENT THAT I AM AT OR OVER 18 YEARS OF AGE, AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEGAL WARD) I AM THE MINOR'S PARENT OR LEGALLY-APPOINTED GUARDIAN; I AM OF SOUND MIND, NOT SUFFERING FROM SHOCK, AND NOT UNDER THE INFLUENCE OF DRUGS, ALCOHOL OR OTHER INTOXIFYING SUBSTANCE; I HAVE READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND I FULLY UNDERSTAND IT; I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT; AND INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY:

 _____ Date 

Print Name, address and phone number

If Minor Child, Age as of January 1, 2023 