

Last Name \_\_\_\_\_



## TROTR Therapeutic Riding and Off-Track Rehabilitation

### LIABILITY RELEASE FORM

Please read carefully before signing. Serious injury may result from your participation in activities involving horses.

Participant Name (print) \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

(for minors)

Parent/Guardian Name \_\_\_\_\_

Relationship to Participant \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

#### **Initial each section below after reading**

1. **NOTICE OF INHERENT RISKS:** Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collision with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS.
2. **ASSUMPTION OF RISK:** I understand and agree that: Horseback riding/handling is classified as an inherently dangerous recreational sport activity and that there are numerous obvious and non-obvious risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury and even death of the rider. Horseback riding and driving is the only sport where one much smaller, weaker predator animal, the human, tries to

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control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping suddenly; changing direction or speed at will; shifting its weight from side to side; bucking; rearing; biting; kicking; or running from danger.

- \_\_\_\_ 3. HOLD HARMLESS: I agree that: In consideration of TROTR allowing my participation in this activity, under the terms set forth herein, I the visitor/spectator/rider/handler, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge TROTR, Shannon Johnson, owners, agents, employees, volunteers, officers, directors, and others acting on its behalf (hereinafter collectively referred to as "associates") of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TROTR and/or its Associates ordinary or gross negligence; and I do further agree that I shall not bring any claim, demands, legal actions and causes of action against TROTR and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of TROTR, to include while riding, driving, handling, or otherwise being near horses owned by or in the care, custody, and control of TROTR, whether on or off the premises of TROTR.
- \_\_\_\_ 4. KNOWING VOLUNTARY EXECUTION: I acknowledge that I have carefully read this agreement, understand its contents, understand that this agreement includes an assumption of the risk of the released parties negligence and a release of their liability. I acknowledge that TROTR is materially relying on this waiver and is allowing me to engage in equestrian events and/or activities including but not limited to horseback riding, showing, loading, hauling, feeding, handling, and being near horses.
- \_\_\_\_ 5. CHOICE OF LAW; JURISDICTION: All questions with respect to the construction of the agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of California.
- \_\_\_\_ 6. ATTORNEY FEES: In the event of any dispute, controversy and/or litigation between the parties relating to this Agreement and their rights hereunder, the prevailing party shall be entitled to recover all litigation costs, reasonable attorney fees and expenses from the non-prevailing party.
- \_\_\_\_ 7. VISITOR/SPECTATOR/RIDER/HANDLER RESPONSIBILITY: I agree that I shall be responsible for my own safety. 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 accidental/medical insurance company is: \_\_\_\_\_ and my policy # is: \_\_\_\_\_.

ALL VISITORS, SPECTATORS, RIDERS, HORSE HANDLERS AND PARENTS OR GUARDIANS

MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT SIGNER STATEMENT OF AWARENESS

I/We, the undersigned having read and understood the content of this document, agree and consent to the provision contained herein. It is my intention and desire to participate in equestrian-related activities, including but not limited to, riding, horse-handling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at TROTR, located at 22408 County Road 102, Woodland, CA 95776. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of TROTR. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. I agree to release, hold harmless, and keep indemnified TROTR, Shannon Johnson, their agents,

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officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns. I have read and do understand the foregoing liability release. I/we, further attest that all stated facts are true and accurate.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

**ADULTS**

I am 18 years of age or older, will only engage in Activities in which I am physically fit to participate, and have read and understand the above statements. I declare under penalty of perjury of the State of California that the foregoing is true and correct.

Visitor/Spectator/Rider/Handler: \_\_\_\_\_ (signature) Date: \_\_\_\_\_

**MINOR**

I will let Participant only engage in Activities in which I believe Participant is physically fit to participate, and have read and understand the above statements. I declare under penalty of perjury of the State of California that the foregoing is true and correct.

Name of Participant: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ (signature) Date: \_\_\_\_\_