

THE DEL MAR MEADOWS RIDING SCHOOL
LOCATED AT THE FARM AT DEL MAR MEADOWS
5275 DEL MAR MESA RD.
SAN DIEGO, CALIFORNIA, 92130
858-735-9712

**INDEMNIFICATION, ASSUMPTION OF RISK,
AND RELEASE OF LIABILITY**

1. I have enrolled _____ [your name or minor child's name] in horseback riding lessons with the riding school at The Farm at Del Mar Meadows, LLC (hereinafter "Del Mar Meadows"). I acknowledge that the use, handling and riding of a horse involves a risk of serious physical injury to any individual undertaking such activities, and that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at any time based upon instinct or fright (including, but not limited to, running, bolting, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on), which, likewise, is an inherent risk assumed by a horseback rider. I further acknowledge that the behavior of any animal is contingent to some extent upon the ability of the rider. I, therefore, on behalf of myself and my minor children, assume all risks therefore and warrant that a full and fair disclosure of my and/or my minor children's (as applicable) riding ability has been made to Del Mar Meadows.

2. I understand and acknowledge that the wearing of a helmet or other protective headgear may decrease the possibility or severity of injuries to myself and my minor children, and that if I or my minor children engage in the use, handling or riding of a horse without wearing protective headgear, we do so with full understanding and acceptance of the risk of injury or death. I, on behalf of myself and my minor children, agree to abide by and follow Del Mar Meadows riding school rules and regulations, which shall be posted and/or available from time to time.

3. On behalf of myself and my minor children, I hereby release and forever discharge Del Mar Meadows, and its respective principals, trainers, employees, agents and representatives ("released parties") of and from any and all liability whatsoever for any accident, personal injury, death or property damage sustained by me or my minor children arising from the use, handling or riding of a horse, whether or not the loss or damage results from the negligence of such released party. On behalf of myself and my minor children, I voluntarily waive and relinquish any and all present and future claims against released parties for personal injury or property damage, including but not limited to, claims for negligence, pain and suffering, wrongful death or breach of warranty, arising directly or indirectly from the participation by me or my minor children in any activities associated with use, handling or riding of a horse.

4. On behalf of myself and my minor children, I waive and relinquish any present or future claim against released parties for any loss, damage or injury to any

horse or equipment, including, but not limited to, any loss or injury due to fire, theft, disease or accident, whether or not the loss, damage or injury results from the negligence of released parties.

5. On behalf of myself and my minor children, I further agree to protect, hold harmless and indemnify released parties of and from any and all costs, medical expenses, attorney's fees, claims, demands, lawsuits or other monetary damages incurred by or assessed against released parties arising in any way from the use, handling or riding of a horse by me or my minor children, regardless of any statute of limitations or contractual limitations of actions. I agree to pay all court costs and attorney's fees incurred by released parties in connection with any lawsuit or legal proceeding which I or my minor children may have contrary to the terms of this Release.

6. I understand that if I or my minor children invite any guests to engage in the use, handling, riding or observing of a horse, I am responsible for ensuring that all guests are informed of the terms of this Release and sign a copy of this Release before engaging in any such activities. If I fail to do so, I agree to hold harmless and indemnify released parties for any costs and attorney's fees incurred by released parties as a result of any claims which are brought by the guests against released parties.

7. I acknowledge that the terms of this Release shall be binding upon the heirs, successors, legal representatives, and assigns of myself and my minor children.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT TO INDEMNIFY AND FULL AND FINAL RELEASE, AND SIGN THIS RELEASE VOLUNTARILY AND WITH FULL KNOWLEDGE AND ACCEPTANCE OF ITS CONTENTS.

Signature-Parent or Student Age 18 or Older Date

_____ List medical conditions/allergies/meds:
Print Parent's Name if Minor Rider

Print Rider's Name

Rider's Date of Birth

Address

City/State/Zip Code

Alternate Emergency Contact:

Home Phone

Name

Work Phone

Relation to Rider

Cell Phone

Phone

Physician's name and phone # _____

Does Del Mar Meadows have permission to call the physician/ambulance should we be unable to contact parent and emergency contact? Yes ____ No ____

If "no," what action do you wish taken in case of emergency?