

**TROT - Therapeutic Riding of Temecula located at Green Acres Ranch
35750 De Portola Road, Temecula, CA 92592**

EQUINE RIDING, INSTRUCTION, AND EQUINE ASSISTED ACTIVITIES AND EQUINE FACILITATED THERAPY AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. REGISTRATION OF STUDENT AND AGREEMENT PURPOSES I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of TROT, and that I will either utilize my own horse or school horses provided by TROT for instruction purposes.

STUDENT (Minors) NAME (PRINT)	AGE (IF UNDER 18)	WEIGHT (OVER 240)	HORSE HANDLING / RIDING EXPERIENCE (Check one that applies)
1. _____	2. _____ 3. D/O/B _____	4. _____ Yes ___ No ___	5. _____ 1 st Time Rider _____ Less Than 50 Hours of Lessons _____ More Than 50 Hours of Lessons
6. Does this student have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive and / or participate in equine assisted activities or therapy? Yes ___ No ___			
7. If you checked "YES", how can we help this student with his / her special needs? _____			
Please complete all other forms for TROT and equine assisted activities.			

- B. AGREEMENT SCOPE, DEFINITIONS AND CALIFORNIA JURISDICTION This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of California. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive riding training instruction or guidance from its associates and / or when I ride and / or train and / or am near horses on or off THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or work is in conflict with state law, then that single part is null and void. The terms "HORSE" and EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor. _____ Initials

- C. INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning and integral part of) horse / equine / animal activities, equine assisted activities and therapy regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions: A collision, encounter and / or confrontation with another equine, another animal, a person, or object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death or loss of the participants or other persons, including but not limited to, falling to maintain control over an equine and / or failing to act within the ability of the participant. 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 a horse to ground it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much

smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has 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 short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me. _____ Initials

- D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES: I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for the total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, with may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made change in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purposes, usage and presence upon THIS STABLE'S premises. _____Initials
- E. PROTECTIVE HEADGEAR / HELMET WARNING: I / WE AGREE THAT: I for myself and on behalf of my child's and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceed the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or equine assisted activities/therapy and / or being near horses, and I understand that wearing such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. _____ Initials
- F. LIABILITY RELEASE: I / WE ACKNOWLEDGE THAT: Equine assisted activities and therapy (EAA/EFT) and pleasure horse riding and driving contains inherent risks of injury or damage to me personally, to my horse, and to my equipment. Knowing these facts, I nevertheless, in consideration to your acceptance of this form, for myself, my heirs, executors and administrator hereby indemnify, waive, release, discharge, and hold harmless Therapeutic Riding of Temecula (TROT); its member clubs, board of directors, officers, or the employees or agents thereof, and all individual members thereof, and all other persons and organizations in any way connected with the events, property, boarding, lessons, or any other related activity and their representatives, heirs, executors, and administrators and assigns from any and all right, claim or liability for injury or damage which may occur to me including injuries to animals or from any and all claims of any kind of nature that I might have as a result of or arising out to my participation in any activity. Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act, or the acts of anyone or any animals within my control. I further agree that I will defend, indemnify and hold harmless Therapeutic Riding of Temecula, its members clubs, its officers, directors, and agents or any of them against all claims, demands and causes of action including court costs, and attorneys' fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature what-so-ever whether known or unknown and expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims. _____ Initials

We, the undersigned parents of _____, for and in consideration of our child's participation in all activities of the Therapeutic Riding of Temecula (TROT) state that we have read the waiver, release and hold harmless written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply to and be binding upon us and our minor child in so far as it pertains to his or her participation and to any injury or damage said minor child, or his or her horse, may sustain or cause as a result of said participation.

ALL STUDENTS AND PARENT OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT

This must be signed in the presence of TROT staff. _____

SIGNER STATEMENT OF AWARENESS

I / WE THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ 20____ at (city) _____ (state) _____

SIGNATURE OF STUDENT (Participant) _____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #1 _____ DATE _____

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2 _____ DATE _____

If the parent is single it is their responsibility to notify the other parent if applicable.

Address in Full _____

Home Phone _____ Cell Phone _____ Email Address _____
_____/_____/_____

Person to Contact in Case of Emergency / Relationship / Phone _____