

**FOX EQUINE
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

PARTICIPANT: _____ **TELEPHONE:** (____) _____

STREET ADDRESS: _____ **E-MAIL** _____

CITY: _____ **STATE** _____ **ZIP** _____

Please initial each line below

____ I acknowledge that horseback riding, 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 or horse session without any negligence by either party. Knowing these facts, I nevertheless choose to participate in horse activities. I knowingly assume all risks, whether known or unknown, of horseback riding and all horse related activities, including travel to and riding in shows or events off the premises. I am responsible for the supervision, safety and well-being of any guests or family members who may accompany me. It is my responsibility to have any guest sign a release before entering Fox Equine grounds.

____ I hereby release the FOX EQUINE, Jordan and Valerie Fox, and Keith and Shelly Kanady at 24700 Skyland Road, Los Gatos, CA (hereinafter referred to as FOX EQUINE), Riding instructors/trainers (hereinafter referred to as Independent Instructors), from all liability for any act of negligence or want of ordinary care on the part of Independent Instructor and/or FOX EQUINE, or any of its manager, agents, employees, officers, directors, members, therapists, instructors, or contractors. In consideration of my participation in events organized or sponsored by FOX EQUINE, I waive, release, and discharge FOX EQUINE, independent instructors and their employees, working students, contractors, directors, officers, agents, members, representatives, heirs, executors, and assigns from any and all claims of liability for injury or damage to myself, my 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, FOX EQUINE, Keith and Shelly Kanady, or its manager, owners or associates are held harmless of any claims, know or unknown.

____ I agree that I will indemnify and hold harmless Independent Instructors, therapists, FOX EQUINE, and their employees, instructors, contractors, officers, directors, members, and agents against all claims, demands, and causes of action, including court costs, 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, as agreed upon by FOX EQUINE.

____ FOX EQUINE, its agents, contractors, officers, directors, members or employees shall not be liable for any damage to person, horse or property that may accrue from any cause or as a result of fire, flood, earth quake, escape, state of health, injury or death. I have inspected the riding facilities, grounds, arenas, & pastures. I accept their condition as safe for horses & people.

____ All riders, while mounted, require ASTM approved helmets, long pants and heeled boots.

____ FOX EQUINE, from time to time takes photos of the students riding or working with the horses. This release acts as a photo release, granting permission to allow FOX EQUINE to use the photos in promotional materials, web pages, print media or news media.

____ I understand and agree that: horseback riding is classified as a rugged adventure 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 a 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 or even death to the rider. Horseback riding or horse driving is the only sport where one such smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, and 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; pulling back or running from danger.

Consent to Treatment:

In the event that I am injured or become ill and am not conscious or otherwise capable of making an informed decision regarding my medical care, I hereby consent to such emergency care and emergency calls as are deemed necessary and prudent by FOX EQUINE staff until a medical professional arrives, or until such time as I regain consciousness, or the designated person above can be reached and consent to or decline treatment on my behalf. I agree to hold FOX EQUINE staff, officers, directors, instructors, and contractors harmless for care given in such an emergency situation and I agree that I am responsible for all costs, including an ambulance called by FOX EQUINE, incurred as a result of the accident.

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

If over 18 sign here

Signature: _____ **Date:** _____

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MINORS DO NOT SIGN THIS FORM. PARENT OR LEGAL GUARDIAN MUST COMPLETE ABOVE SECTIONS.

I, the undersigned parent or guardian of the above participant, in consideration of my minor's participation at Fox Equine, 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 on or off the premise as well as while traveling to and from and while participating in rides, shows or events.

I acknowledge that I have read this Release of Liability and know and understand its contents, and I am the legal guardian of the minor signing below.

NAME: _____ Phone: (____)____

DATE _____

ADDRESS: _____

CITY _____

STATE _____ ZIP _____

SIGNATURE: _____

E-Mail _____

Rider Emergency Information and Consent

Rider Name _____ Date _____

Address _____

Daytime Phone _____ Evening Phone _____

Mobile Phone _____ Email: _____

Emergency Contact (in case of injury or illness to owner/rider):

Name: _____ Relationship to Rider _____

Daytime Phone _____ Evening Phone _____

Mobile Phone _____ Pager _____

Alternate Contact:

Name: _____ Relationship _____

Daytime Phone _____ Evening Phone _____

Mobile Phone _____ Pager _____

Rider's Medical Information:

Date of Birth: _____ Last Tetanus _____

Existing Medical Conditions: _____

Allergies/Sensitivities: _____

Regular Medications: _____

Personal Physician _____ Phone: _____

Hospital Preference: _____

Health Insurance Carrier: _____

Policy/Plan Number: _____

Copy of Insurance Identification Card Attached

Consent to Treatment:

In the event that I am injured or become ill and am not conscious or otherwise capable of making an informed decision regarding my medical care, I hereby consent to such emergency care and emergency calls as are deemed necessary and prudent by FOX EQUINE staff until a medical professional arrives, or until such time as I regain consciousness, or the designated person above can be reached and consent to or decline treatment on my behalf. I agree to hold FOX EQUINE staff, instructors, and contractors harmless for care given in such an emergency situation and I agree that I am responsible for all costs incurred as a result of such an accident.

Signed _____ Date: _____

Signed _____ Date: _____