

# R-Ranch Property Owner Association

## Assumption of Risk and Liability

### Minor Children 17 and Under

I apply to ride horses provided by R-Ranch POA. I enter into this agreement in consideration of R-Ranch POA allowing me to ride its horses.

I understand that horseback riding will expose me to above normal risk due to the unpredictable nature of horses and that many of the risks are beyond the control of R-Ranch POA and its employees. These risks include equipment failures, loss of control, obstacles, variation in terrain, and unexpected actions of the horse. These risks can result in injury or death to the rider of the horse in a variety of ways, including being thrown from the horse.

I represent that I have no health or physical condition that will interfere with horseback riding or cause me to be more susceptible to injury than the average person. I assume risk associated with any such health or physical condition.

I AGREE TO ASSUME THE RISKS OF INJURY OR DEATH SUFFERED WHILE RIDING HORSES PROVIDED BY R-RANCH POA. I AGREE TO RELEASE R-RANCH POA AND ITS EMPLOYEES, DIRECTORS, OFFICERS AND VOLUNTEERS AND FOREVER DISCHARGE AND AGREE TO SAVE AND HOLD HARMLESS AND INDEMNIFY THE R-RANCH POA OF AND FROM ALL LIABILITY CLAIMS, DEMANDS, CAUSES OF ACTION AND POSSIBLE CAUSES OF ACTION WHATSOEVER, ARISING OUT OR RELATED TO ANY LOSS, DAMAGED OR INJURY (INCLUDING DEATH) THAT MAY BE SUSTAINED BY OUR RESPECTIVE PERSONS OR PROPERTY, THAT MAY OTHERWISE ACCURE TO ANY OF US OR TO OUR RESPECTIVE HEIRS, NEXT TO KIN OR PERSONAL REPRESENTATIVES WHILE RIDING HORSES IN ENROUTE TO, FROM OR OUT OF SAID PREMISES OR ON ANY RIDES ON HORSEBACK FROM CAUSE WHATSOEVER INCLUDING NEGLIGENCE OF ANY OF THE FOREGOING.

I agree that I am responsible for my own safety and for the safety of the children in my party who are riding with me. Pursuant to California Law, I am signing this release on behalf of my children or wards identified below.

I agree that if the R-Ranch POA its employees or agents are sued by anyone else for claims related to my conduct, or the conduct of my children or wards, I will indemnify the R-Ranch POA and its employees or agents for all damages.

**All minor children 17 years and younger are required to wear a helmet while horseback riding on the R-Ranch property.**

Permission to use the above property, equipment and/or facilities as described above may be withdrawn at any time.

I HAVE READ THIS AGREEMENT BEFORE SIGNING IT AND UNDERSTAND THAT IT IS A LEGALLY BINDING DOCUMENT.

Date: \_\_\_\_\_ Share #: \_\_\_\_\_

Owner's Name (PRINT): \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age: \_\_\_\_\_