



Rose Bowl Riders

ASSUMPTION OR RISK, HOLD HARMLESS, INDEMNIFICATION AND RELEASE AGREEMENT

PLEASE READ CAREFULLY - YOU ARE RELEASING IMPORTANT LEGAL RIGHTS BY SIGNING THIS DOCUMENT

In consideration for permission to use the premises and facilities of The Rose Bowl Riders ("Rose Bowl Riders"), I hereby acknowledge and agree as follows:

1. Participation in horseback riding and other horse related activities ("equestrian sports") is dangerous and hazardous, and may even result in permanent injury or death. Even persons who are not participating in equestrian sports, but who come into close proximity to horses (or equipment and facilities used to train, ride and transport, groom, shelter or care for horses), can be subject to severe injury. Hazards associated with equestrian sports include but are not limited to the following: the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and 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 animal or not acting within his or her ability.
2. I certify that I will not engage in equestrian sports unless I am physically sound and possess any necessary medical clearance to do so. I understand that Rose Bowl Riders is relying on this certification and does not and will not investigate my health or fitness to engage in equestrian sports. *Rose Bowl Riders recommends that you consult with and obtain the approval of your physician before engaging in equestrian sports.*
3. Rose Bowl Riders maintains rules and regulations for the safety of horses, riders, and persons on its premises. Rules and regulations are posted in and around the grounds as well as online. I agree to comply with all Rose Bowl Riders rules and regulations while on the club premises and to ensure compliance on the part of my guests. By signing this document I am representing that I have reviewed and am familiar with the rules and regulations, incorporated herein by this reference. *Members are encouraged to promptly report any observed unsafe or hazardous conditions to the board of directors.*
4. All personal property brought onto Rose Bowl Riders' premises, including horses, saddles and tack, shall be at its owner's sole risk. *Please be advised that Rose Bowl Riders does not maintain insurance against loss, theft, injury or damage to horses or other property not owned by the club.*
5. No person may give horseback riding lessons or provide other equine training or services on the premises without the express permission of Rose Bowl Riders. I understand and acknowledge that the authorized instructors providing riding lessons and/or equestrian training programs or other services on the premises ("Services") are not employed by the Club and are independent contractors. I acknowledge that the club makes no express or implied representation that the instructors providing Services possess certification in disciplines in which they provide instruction. I agree that that I am solely responsible for evaluating the suitability and experience of any instructor from whom I elect to obtain Services, including ensuring that the knowledge, experience and skill of the instructor is appropriate for the discipline in which I wish to obtain instruction. *Rose Bowl Riders makes no express or implied warranty as to the qualifications or skill of any instructor providing Services.*
6. **I, for myself and any minor child in my care or custody, hereby ASSUME ANY AND ALL RISK of injury or loss arising out of or resulting from my use of Rose Bowl Riders' premises and facilities, including but not limited to injury or loss arising out of or resulting from participation in equestrian sports. I hereby RELEASE, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Rose Bowl Riders, City of Pasadena, Rose Bowl Riders Charitable Organization and Tom Sawyer Camps, Inc., as well as their employees, members, volunteers, agents, officers, directors, instructors and**



independent contractors (and employees thereof) for any and all liability, claims, demands, losses or damages, of any kind or nature, including costs and attorney's fees (collectively "Losses") arising out of or resulting from my (as well as my guests') use of the club's premises and facilities, including Losses caused by or proximately resulting from negligent acts or omissions on the part of Rose Bowl Riders or its employees, members, volunteers, agents, officers, directors, instructors and independent contractors (and employees thereof). The Losses to which the foregoing shall apply include not only bodily injury or death, but also loss, theft or damage to personal property, including tack and horses. The Losses to which the foregoing shall apply shall also include bodily injury to, or death of, any minor child or ward in my care.

- 7. I hereby agree to **INDEMNIFY AND HOLD HARMLESS** Rose Bowl Riders, City of Pasadena, Rose Bowl Riders Charitable Organization and Tom Sawyer Camps, Inc., as well as their employees, members, volunteers, agents, officers, directors, instructors and independent contractors (and employees thereof) for any and all liability, claims, demands, losses, damages, costs and attorney's fees (collectively "Losses") arising out of or resulting from my own acts or omissions while on the club's premises, including Losses sustained or claimed by others.
- 8. **I HEREBY WAIVE THE PROTECTION OF CALIFORNIA CODE § 1542**, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- 9. **AGREEMENT TO ARBITRATE CLAIMS:** I agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction thereof. Such arbitration shall be conducted before a single arbitrator in Los Angeles, California. The arbitrator shall have discretion to award reasonable attorney's fees and costs to the prevailing party in any such arbitration.
- 10. This Agreement shall be deemed to have been entered into the County of Los Angeles, State of California, and shall be governed and interpreted according to the laws of the State of California.
- 11. This Agreement supersedes any prior agreement or understanding, written or oral, pertaining to the subject matter hereof.
- 12. In the event any provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder shall remain in full force and effect.
- 13. **I HAVE BEEN INFORMED THAT THIS AGREEMENT INCLUDES A WAIVER AND RELEASE OF VALUABLE LEGAL RIGHTS. I hereby agree to release and waive these rights.**

I also authorize the use of photographs and or videos of my child/children/ward or myself as part of Rose Bowl Riders promotions, publicity and web content. (If you don't want this, please contact us).

PRINTED NAME:
SIGNATURE: _____ DATE: _____

PRINTED NAME (SECOND ADULT)
SIGNATURE: _____ DATE: _____

MINORS IN HOUSEHOLD:
NAME: _____ Date of Birth: _____
NAME: _____ Date of Birth: _____
NAME: _____ Date of Birth: _____