



## LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION

Sweetbeau Horses (hereinafter “SBH”) operates a horse and burro rescue and training facility located at 7585 O’Donovan Road, Creston, CA 93432 and encompassing approximately 106 acres (hereinafter “Ranch” or “the Ranch”). The Ranch is owned by the Griffin-Soffel Family Trust (hereinafter “GSFT”).

This Release (the “Release”) is executed on \_\_\_\_\_, 20\_\_

(“Effective Date”) by RIDER NAME: \_\_\_\_\_ and

the parents or legal guardians thereof of a minor, (“RIDER”).

Whereas RIDER desires to come upon real property owned by GSFT and operated by SBH for the purposes of recreational activities including horse riding, groundwork, and overall training (collectively the “ACTIVITIES”) and whereas RIDER does hereby voluntarily request and agree to participate in said ACTIVITIES on the premises of the RANCH and Sweetbeau Horses,

Therefore, RIDER, and the Parents or Legal Guardians thereof of a Minor hereby acknowledge and agree to all of the following:

### PLEASE READ CAREFULLY BEFORE SIGNING

**HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH. GSFT AND SWEETBEAU HORSES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.**

#### 1. **GENERAL TERMS AND CONDITIONS.**

The ACTIVITIES described herein constitute a “recreational purpose” under California Civil Code Section 846 and that RIDER is a recreational user under such code section.

ACTIVITIES that may occur off-site, or with third party operators, or at 7585 O’Donovan Road, Creston, CA 93432 – known as 7575 O’Donovan Road, owned by Joe Pat and Tamara Baldwin, are also encompassed by this agreement unless a separate LIABILITY WAIVER, RELEASE AND INDEMNIFICATION agreement is required and executed for said off-site ACTIVITIES.

The term “HORSE” herein shall refer to all equine species (horses, ponies, mules, or donkeys).

The term “HORSEBACK RIDING” or “RIDING” herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted.



The term “RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

The terms “I”, “me”, “my” shall herein refer to the above rider and the parents or legal guardians thereof if a minor.

A. **ACTIVITY RISK CLASSIFICATION** – Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe, requiring hospital stays and resulting in more lasting residual effects than injuries in other activities.

B. **NATURE OF RIDING HORSES** – 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 from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. 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, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; stumbling; tripping; or running from danger.

C. **RIDER RESPONSIBILITY** – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER’S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

D. **PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by GSFT and/or Sweetbeau Horses that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. **Minors 16 and under are required to wear protective headgear.**

E. **SAFETY PRECAUTIONS.** RIDER agrees to obey all rules and safety precautions established by SBH and agrees not to feed or pet horses or stand within proximity where I could be kicked, bitten, or knocked over.

F. **CONDITIONS OF NATURE** – GSFT and Sweetbeau Horses is NOT responsible for total or partial acts, occurrences, or elements of nature 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, which may walk, run, fly near, bite and/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 changes in landscape.

G. **INSPECTION OF PREMISES** – RIDER has inspected GSFT and Sweetbeau Horses facilities, tack, equipment and trails and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the GSFT and Sweetbeau Horses premises.



H. HORSE. - RIDER will ride his/her own horse, a Sweetbeau Horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates.

## **2. CONSENT TO EMERGENCY MEDICAL TREATMENT.**

In the event I cannot be reached in an emergency, I hereby give permission to GSFT and Sweetbeau Horses to secure and administer medical treatment, including hospitalization, for the RIDER named above. I further give permission to the Doctor or health care professional to provide any and all medical care they deem, in their professional opinion, to be necessary. I also give permission for the camp to arrange related medical transportation. I further hereby agree to the release of any records necessary for treatment, referral, billing, or insurance purposes.

This completed form may be photocopied and used for trips out of camp and for any off-site activities, including horseback riding with a third-party operator.

A. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

## **3. ACKNOWLEDGMENT OF RISKS AND RULES.**

In the event you or your child is attending a Camp or Event, I understand that part of the Camp / Event experience involves activities and group living arrangements and interactions that may be new to me or my child, and that they come with certain risks and uncertainties beyond what me or my child may be used to dealing with at home. I am aware of these risks, and I am assuming them on behalf of myself and/or my child.

(For Parents) I realize that no environment is risk-free, and so I have instructed my child on the importance of abiding by the Camp / Event's rules, and my child and I both agree that he or she is familiar with these rules and will obey them.

## **4. RELEASE.**

I acknowledge that conditions and activities at the Ranch, and SBH events are inherently dangerous (e.g., horse care, wild horse walks, pony/horse rides, swimming, operating or being in the vicinity of equipment, ranch duties, domestic and wild animals, being in or around old buildings, being on open ranch land, participating in or being around construction or repairs, accessing creeks, moving vehicles, etc.) and I agree that participation in any activity or event is at my own risk. In consideration of being permitted to enter the Ranch, attend SBH events or programs, and/or participate in the activities available at the Ranch, including those which are inherently dangerous, I, on behalf of myself and my assigns, heirs and representatives, hereby release, waive, and forever



discharge GSFT and SBH, their respective officers and members, agents, trainers, promoters, sponsors, and owners, owner of horse(s) or other animal(s), owners of property activity/event is held, and each of them, their officers and employees, from all liability of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, foreseen or unforeseen, death or property damage that may occur as a result of my participation in the inherently dangerous activities available at the Ranch, or in connection with the inherently dangerous activities available at the Ranch or at any location where an event is held that is organized by or for SBH, whether by negligence or not. I hereby assume full responsibility for the risk of bodily injury, death, or property damage due to the negligence of GSFT or SBH or otherwise while at the Ranch or attending an SBH event or program. **I AM AWARE THAT MY PRESENCE ON THE RANCH OR AN SBH EVENT EXPOSES ME TO INHERENTLY DANGEROUS ACTIVITIES AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH COMPLETE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO EITHER MYSELF, MY GUESTS OR MY PERSONAL PROPERTY INCLUDING ANIMALS.**

#### **5. IDEMNIFICATION.**

I agree to indemnify and hold harmless SBH and GSFT and each of their respective officers and members, Board members, employees, trainers, and agents along with owners of any property and/or animals, and each of them from any claim whatsoever during my attendance at SBH events or program, or participation in the activities including any first aid, treatment or service rendered me available at the Ranch, or at any property where an event is organized by or for SBH, whether caused by negligence of SBH, GSFT or any other property owner or otherwise including any negligence caused by an independent clinician or contractor. I will be responsible for and further agree to indemnify and hold harmless SBH and GSFT for any and all property damage which occurs as a result of my carelessness or intentional acts. SBH and GSFT will not be responsible for any loss, breakage, or theft of my personal items.

#### **6. NAME AND LIKENESS.**

I agree that SBH will have the right to film, photograph or otherwise record me while on the Ranch or otherwise attending an SBH event or program. I hereby confer to SBH and its designate(s) the irrevocable right to use my name, likeness, voice and/or reputation in all forms and media and in all manners, including composite or distorted representations, for advertising, promotion, trade or any other lawful purpose in connection with SBH. I waive any right to inspect or approve the finished version. I release and agree to hold harmless SBH or anyone claiming from or through SBH from any liability resulting from such use of my name, likeness, voice or reputation. I waive any claims I may have based on such use, including but not limited to claims for invasion of privacy, violation of right of publicity or libel.



## **7. PHOTOGRAPHY POLICY.**

I agree that I will not photograph, film, or otherwise record any event on the Ranch or properties where program or events are organized by or for SBH without the prior express written permission of SBH. If such permission is granted, I hereby agree that I will not publish, post to social media or share any photographs or video footage without express permission from Sweetbeau Horses organization. I will not use any referenced media either with or without permission in any manner that misrepresents GSFT, SBH or the Ranch or represents GSFT, SBH or the Ranch in a negative way. I agree not to photograph any individuals representing SBH or GSFT, on personal housing or property. I agree to make any photograph(s), films/videos and the like I take while participating in the event available to SBH for their use within a reasonable time and no longer than two (2) months after my visit. I agree that photos will be made available in high resolution for print upon request. Any photographs I need to retain for my own professional reasons (books, print media, gallery exhibits etc.) I agree that to every extent possible, I will make all reasonable efforts to identify/credit SBH and help promote the organization's work on behalf of the horses (ex: Title of piece, at [sweetbeauhorses.org](http://sweetbeauhorses.org)). On social media and all web venues where posting photos, I will tag, hashtag and identify SBH and in all possible cases use "@sweetbeauhorses.org" and/or [www.sweetbeauhorses.org](http://www.sweetbeauhorses.org) I hereby agree that any photograph(s), films/videos and the like, may not be syndicated and sold for stock photography.

## **8. MISCELLANEOUS.**

I have not relied upon any representations or warranties, verbal or written, in deciding to execute this document. I acknowledge that the terms of this release are contractual and NOT a mere recital or formality. I expressly agree that this release, waiver, and indemnity agreement ("Release") is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **I FURTHER STATE THAT BY SIGNING THIS LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION THAT I HAVE CAREFULLY READ THE FOREGOING DOCUMENT CONSISTING OF SIX PAGES INCLUDING THE PAGE WHERE MY SIGNATURE APPEARS AND THAT I UNDERSTAND THE CONTENTS THEREOF AND SIGN THIS DOCUMENT BY MY OWN FREE ACT.**



**Please take a moment and print your information clearly- Thank you!**

\_\_\_\_\_ **(Print visitor's name)** \_\_\_\_\_ **Event or Program Name**

\_\_\_\_\_ **(Signature)** \_\_\_\_\_ **Date**

**Full Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Email** \_\_\_\_\_ **(Phone)** \_\_\_\_\_

**CONSENT FOR MINOR**

I am the parent or guardian of the minor named above and have the legal authority to execute the above release. I hereby consent to the foregoing.

\_\_\_\_\_ **(Please print name of minor)**

\_\_\_\_\_ **(Signature of adult responsible for minor)** \_\_\_\_\_ **Date**