

Equestrian Services Agreement, Liability Release, and Assumption of Risk Agreement (for Riding Lessons)

Spirits Equine Service

1525 Sycamore Canyon Rd, San Dimas, CA 91773

245 E Bonita Ave, San Dimas, CA 91773

Participant's Name (Rider): _____

Date of Birth (if minor): _____

Parent/Guardian Name (if applicable): _____

Phone Number: _____

Emergency Contact Name & Phone: _____

1. Acknowledgment of Risk & Assumption of Liability

I, the undersigned, understand and acknowledge that horseback riding, whether for lessons or related equine activities, inherently involves certain risks that cannot be eliminated regardless of the level of care taken. These activities may result in serious injury, death, or property damage, and include, but are not limited to, the following:

Horseback Riding Risks:

Riding horses, especially under guidance in lessons, carries the risk of falling off, losing control, being thrown from the horse, or being caught in equipment, which can lead to serious physical injury or death. The speed, size, and temperament of the horse can contribute to these risks.

Horse Behavior:

Horses are inherently unpredictable animals and may react to external stimuli in unexpected ways, such as kicking, biting, rearing, bolting, bucking, or spooking. These actions may cause serious injury, particularly if the rider is not prepared or fails to anticipate the horse's behavior.

Physical Injury:

Injuries related to horseback riding can include but are not limited to broken bones, concussions, back or neck injuries, head injuries, cuts, bruises, and contusions, any of which can result in temporary or permanent disability or even death.

Equipment Failure:

Saddles, bridles, reins, stirrups, and other tack may malfunction, break, or fail during a lesson, leading to a fall or injury. Improperly fitted tack or poorly maintained equipment can contribute to accidents.

Environmental & External Factors:

Environmental hazards include uneven terrain, slippery or unstable ground, weather conditions, and obstacles that could cause accidents. Other animals, vehicles, or distractions at the facility or surrounding areas can pose additional risks.

Instructor and Horse Interaction:

There is a risk associated with interactions between riders and horses under instruction, including the possibility of being in close proximity to other horses and riders. This could result in collisions or accidents due to the dynamic environment of riding lessons.

Health Considerations:

Horseback riding is a physically demanding activity that may place stress on the rider's body. Riders with pre-existing medical conditions or physical limitations may be more susceptible to injury. It is strongly recommended that individuals disclose any medical issues or concerns that may impact their ability to safely participate in lessons.

General Riding Instruction Risks:

Risks involved with riding instruction include the potential for incorrect handling or guidance by instructors, unanticipated reactions from horses, and the rapid learning curve required for safe and proper riding techniques. The risk of injury may increase for novice riders or those who have limited experience with horses.

Despite these risks, I voluntarily assume all risks associated with horseback riding and riding lessons and release Spirits Equine Service, its owners, trainers, employees, volunteers, and agents from any liability for injuries, damages, losses, claims, or death arising from my participation in these activities. I understand that such risks exist even if proper safety measures and precautions are followed, and that I am solely responsible for my safety while participating in horseback riding lessons.

I acknowledge that I have been advised of the potential dangers associated with horseback riding, that I understand the risks, and that I choose to participate in the activities with full awareness and without coercion.

2. Helmet & Safety Requirements (For Riders)

The safety of all riders is of paramount importance to Spirits Equine Service. As such, all riders under the age of 18 are required to wear an ASTM/SEI-certified riding helmet at all times while mounted on a horse, without exception. This requirement is put in place to mitigate the risk of head injury in the event of an accident or fall. Riders who are 18 years of age or older may choose to waive this requirement. However, if they decide to do so, they must do so voluntarily, and by initialing below, they acknowledge and accept full responsibility for any head injuries sustained while riding without a helmet. It is further understood that riding without a helmet increases the risk of injury, particularly head trauma, which can be severe, life-altering, or fatal. Riders are also required to wear closed-toe boots with heels and appropriate riding attire, including long pants, in order to reduce the risk of foot injuries and to ensure safety while mounted. Failure to comply with these safety requirements may result in refusal to participate in riding activities. By signing this agreement, the rider (or their parent/guardian, if applicable) agrees to strictly follow these requirements and acknowledges that the risks involved with horseback riding have been made clear.

Signature: _____

Date: _____

3. Medical Authorization & Emergency Care

In the event of a medical emergency, I, the undersigned, hereby authorize Spirits Equine Service, its employees, volunteers, and agents, to seek appropriate medical treatment for myself or my child, as applicable, should the need arise. I understand that in the event of injury or illness during a lesson or equine-related activity, it may be necessary to provide immediate first aid, including but not limited to CPR, wound care, or other basic life-saving procedures. Furthermore, in the case of serious injury or emergency, I authorize Spirits Equine Service to arrange for transport to the nearest medical facility or emergency room as deemed necessary by the on-site staff or medical professionals. I understand that all expenses incurred as a result of such treatment or transport are my sole responsibility, including any associated medical costs, whether covered by insurance or not. In addition, I confirm that I am fully responsible for any medical treatment that is required during or after participation in any equine activity, and I will not hold Spirits Equine Service liable for any injury, loss, or damages arising from such treatment. By signing this section, I also affirm that I have provided accurate medical history, including any allergies or pre-existing medical conditions, and that I will notify Spirits Equine Service of any changes in the health status of myself or my child prior to participating in horseback riding lessons or activities.

Signature: _____

Date: _____

4. Payment, Refund & Cancellation Policy

I, the undersigned, acknowledge and agree that payment for horseback riding lessons is due in full at the time of booking or prior to the start of any scheduled riding lesson unless otherwise expressly agreed upon in writing by Spirits Equine Service. Payment must be made via the specified methods as outlined in the agreement, and I understand that failure to remit payment in a timely manner may result in the cancellation of my lesson or participation in riding activities. Furthermore, I am aware that if I need to cancel or reschedule a lesson, I must notify Spirits Equine Service at least 24 hours in advance of the scheduled lesson. If I fail to do so, I understand that the full fee for the session may be charged, regardless of the reason for the cancellation. In cases of severe weather conditions (such as lightning, snow, or extreme temperatures), emergencies, or situations that may endanger the safety of riders or horses, Spirits Equine Service reserves the right to cancel or reschedule lessons at its discretion without penalty. I acknowledge that no refunds will be issued for missed lessons, except in cases where the cancellation is made by Spirits Equine Service or due to severe weather conditions that prohibit safe participation in equine activities. By signing this section, I agree to comply with all

terms related to payment and cancellation and understand my financial responsibilities under this agreement.

Signature: _____

Date: _____

5. Liability Waiver & Release

I, the undersigned, hereby acknowledge that horseback riding and equine-related activities inherently involve risks that cannot be eliminated, regardless of the level of training, instruction, supervision, or safety precautions provided. These risks include, but are not limited to, the risk of falling off or being thrown from a horse, injury from interacting with horses, equipment failure, and environmental factors such as uneven terrain or weather conditions. I understand that such risks exist even when proper safety measures are followed and that injury or even death may result from participation in horseback riding activities. In consideration for being permitted to engage in horseback riding lessons and activities, I voluntarily assume all risks associated with these activities and agree to release, indemnify, and hold harmless Spirits Equine Service, its owners, agents, instructors, employees, volunteers, and any other affiliated parties from any liability for personal injury, death, or property damage arising from my participation in these activities, except where such injury, death, or damage results from gross negligence, willful misconduct, or illegal activity by the released parties. I further agree that this waiver and release of liability shall be binding upon my heirs, executors, administrators, and assigns. By signing this waiver, I affirm that I have read, understood, and voluntarily accept the risks and terms outlined in this document and agree to be bound by them.

Signature: _____

Date: _____

6. Premises and Facility Conditions

I acknowledge that Spirits Equine Service does not own, lease, or manage the premises or facility where horseback riding lessons and activities take place. I understand that the property is managed by a third-party entity, and that any risks associated with the condition, maintenance, or safety of the premises are the responsibility of the property owner or management. I agree to comply with all rules, policies, and procedures set forth by both Spirits Equine Service and the property owner or facility manager while on the premises. This includes, but is not limited to, following all posted signage, abiding by the instructions of the staff, and respecting all designated areas of the facility. I understand that Spirits Equine Service has no control over or responsibility for the upkeep of the property, including but not limited to the condition of fences, stables, barn areas, pathways, or other infrastructure. By signing this section, I acknowledge that I have had the opportunity to inspect the premises and am aware of

the conditions under which horseback riding and related activities are conducted. I agree that I will not hold Spirits Equine Service responsible for any injury or damages that may arise from conditions or hazards related to the property or facilities.

Signature: _____

Date: _____

7. Rider's Statement of Awareness

By signing this agreement, I, the undersigned, affirm that I have read, understood, and voluntarily agree to the terms and conditions outlined in this Equestrian Services Agreement, including all risks, liability release, and assumption of risk. I acknowledge that I have been fully informed about the nature of the horseback riding activities and the risks involved, and I have had the opportunity to ask any questions regarding my participation. I understand that horseback riding is a physically demanding and potentially hazardous activity and that I participate voluntarily with full knowledge of these inherent risks. I also understand that, despite any safety measures taken by Spirits Equine Service, accidents may still occur. I agree that I will abide by all safety rules and policies and take full responsibility for my own safety while participating in these activities. I further acknowledge that I am either the rider or the parent/guardian of the rider, and that my signature below constitutes my consent to participate in the activities and my acceptance of the terms of this agreement.

Signature: _____

Date: _____

Final Liability Waiver and Acknowledgment

I, the undersigned, acknowledge and agree to the following:

1. **Assumption of Risks:** I understand that horseback riding, equine activities, and related services involve inherent risks that could result in injury, death, or property damage, as outlined in this agreement. I voluntarily assume all risks associated with my participation.
2. **Release of Liability:** In consideration of being allowed to participate in the activities provided by Spirits Equine Service, I agree to release, hold harmless, and indemnify Spirits Equine Service, its owners, trainers, employees, agents, and volunteers from any and all liability arising out of or related to any injury, loss, damage, or death, including any claims for negligence, whether caused by me or others.
3. **Acknowledgment of Safety Measures:** I acknowledge that I have been informed of the safety requirements, including wearing an ASTM/SEI-certified helmet for riders under 18, proper footwear, and the importance of adhering to the facility's safety rules. I understand that failure to comply with these requirements may increase my risk of injury.
4. **Health & Medical Authorization:** I certify that I am in good physical condition and able to participate in the activities. In the event of a medical emergency, I authorize Spirits Equine Service to seek medical treatment on my behalf, and I accept financial responsibility for any medical costs incurred.
5. **Understanding of Premises & Conditions:** I acknowledge that I am familiar with the facility's premises, including potential hazards, and agree to inspect my riding equipment and the environment before participating. I will immediately notify the instructor of any safety concerns.
6. **Waiver and Release Agreement:** I confirm that I have read and fully understand the terms of this liability waiver and release. By signing this agreement, I am waiving my right to bring any claims, legal action, or lawsuits against Spirits Equine Service, its owners, employees, volunteers, or agents in relation to any injury, loss, or damage I may suffer during my participation in horseback riding lessons or related activities.

Signature: _____

Printed Name: _____

Date: _____