

RIDING INSTRUCTION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR INDIVIDUALS.

This form must be completed by and for each participant
SWEETWATER FARMS, Located at 3051 Equitation Lane Bonita, CA 91902

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. SWEETWATER FARMS NOT GUARANTEE YOUR SAFETY.

A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at SWEETWATER FARMS, and that this student will either ride his/her own horse, or school horses provided by SWEETWATER FARMS for instructional purpose, today and on all future dates:

| RIDERS NAME | AGE (if under 21) | WEIGHT OVER 225# | HORSE RIDING EXPERIENCE <small>(Check which applies)</small> |
|--|-------------------|---|--|
| 1. | | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> BEGINNER (under 10 hours) <input type="checkbox"/> OVER 10 HOURS |
| Does this rider have any physical and/or mental health conditions, problems, and/or disorders which may affect his/her safety and ability to ride a horse? Yes No If "yes" describe here: | | | |

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** -- This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of SWEETWATER FARMS' physical location. Any disputes by the rider shall be litigated in, and venue shall be the county in which SWEETWATER FARMS is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "STUDENT and/or 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 registered student rider and the parents or legal guardians thereof if a minor.

C. **ACTIVITY RISK CLASSIFICATION** -- I UNDERSTAND THAT: 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. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. **NATURE OF THIS STABLE'S SCHOOL HORSES** -- I UNDERSTAND THAT: SWEETWATER FARMS chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS. Yet, no riding 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 horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has 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 short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

E. **RIDER RESPONSIBILITY** -- I UNDERSTAND THAT: 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. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. **SWEETWATER FARMS advises pregnant women not to ride horses.**

F. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES** -- I UNDERSTAND THAT: THIS STABLE 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, or fly near, or bite 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. The rider and parent or legal guardian have inspected SWEETWATER FARMS' facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon SWEETWATER FARMS' PREMISES.

G. **SADDLE GIRTHS/NATURAL LOOSENING** -- I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

H. **ACCIDENT/MEDICAL INSURANCE** -- I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

I. **PROTECTIVE HEADGEAR WARNING** -- I AGREE THAT: I have been fully warned and advised by SWEETWATER FARMS that I should purchase and wear protective headgear (equestrian riding helmet), and do understand 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 may even prevent death from happening as the result of a fall or other occurrence.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, AND HAVE READ AND UNDERSTAND THE ATTACHED LIABILITY RELEASE, WARNINGS AND ASSUMPTION OF RISK AND I/WE VOLUNTARILY SIGN THESE AGREEMENTS. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER _____ DATE _____ PRINT RIDER NAME _____

SIGNATURE OF PARENT GUARDIAN AND/OR SPOUSE _____ DATE _____

SWEETWATER HORSES, INC. (d.b.a. SWEETWATER FARMS)

3051 EQUITATION LANE BONITA, CA

SIGNATURES REQUIRED IN EACH APPLICABLE SPACE BELOW

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter SWEETWATER FARMS for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry into SWEETWATER FARMS for observation, participation or use of any facilities or equipment constitute an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

IF FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SWEETWATER FARMS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SWEETWATER FARMS, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about SWEETWATER FARMS premises or in any way observing or using any facilities or equipment of SWEETWATER FARMS whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee or otherwise while in, about or upon the premises of SWEETWATER FARMS and/or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law 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. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE Date: _____ Signature of Rider: _____

Print Riders Name: _____

I HAVE READ THIS RELEASE Date: _____ Signature of Parent or Guardian: _____

I HAVE READ THIS RELEASE Date: _____ Signature of Parent or Guardian: _____

Address _____ City _____ State _____ Zip _____

Phone # _____ Email address _____