

# PEET EQUESTRIAN

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## AGREEMENT AND LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Howard Peet and Erica Peet of 3915 Pierce Street Apt #408, Riverside CA 92505 Bailee d/b/a Peet Equestrian (hereinafter, "Stable"), as a condition for them allowing me/us, and persons identified below, to enter the Stable's premises located at 10398 58<sup>TH</sup> Street, Mira Loma CA 91752 (hereinafter, the "Stable property"), be near horses or ponies, boarding of horse(s), training of horse(s), showing of horse(s), receive riding instruction, and/or ride horses or ponies (regardless of who owns them) on, near, or off the Stable property.

Name of Contracting Party: \_\_\_\_\_

Name of Other Contracting Party (Spouse or Parent): \_\_\_\_\_

Address of Contracting Parties: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (CELL/Other) \_\_\_\_\_

E-Mail Address (Primary): \_\_\_\_\_ Other E-Mail: \_\_\_\_\_

Person(s) to Contact in Case of Emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

**Owner agrees to keep Stable immediately apprised of any changes in the above information.**

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_

Child's Date of Birth: \_\_\_\_\_

Child's Date of Birth: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves, "I", "me", or "my" throughout this agreement.] This agreement is and shall in the future be binding each time when Stable permits me (directly or indirectly) to enter the Stable property, be near horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near, or off of the Stable property.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the Stable property, be near horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near, or off of the Stable property.

2. **Risks:** I understand that anyone riding or even near a horse or pony can suffer bodily and other injuries. Among other things, horses and ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse or pony are to jump forward or sideways, or run away from danger by trotting or galloping. Horses and ponies are also known to kick, buck, rear up, spin around suddenly, strike, or bite. I know that horses and ponies can do any of these things without warning. I also understand that all horses and ponies, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous.

Further, I understand that riding or being near a horse or pony can expose me to numerous hazards, which could include: for example: the propensity of a horse or pony to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse or pony's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the Stable property; and/or collisions with other horses/ponies or objects. **I understand these risks and dangers inherent in horse/pony/equine activities and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on Stable to list all possible risks for me.**

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3. **LIABILITY RELEASE.** As consideration for being allowed to enter or be near the Stable property, be near horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near, or off of the Stable property, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term “damages,” means, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assistants, release and discharge Howard Peet and Erica Peet, Peet Equestrian and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on the Stable property, being near horses or ponies, receiving riding instruction or guidance, and/or riding horses or ponies on, near, or off of the Stable property (except if such injury or damage is caused by Stable’s gross negligence or wanton and willful misconduct).

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE CONTAINED IN THIS PORTION OF THE AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE STATE OF CALIFORNIA. BY SIGNING THE AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST STABLE, ITS EMPLOYEES, AGENTS, HEIRS, INSURERS, OR AFFILIATED PERSONS FOR: (1) FAULTY TACK OR EQUIPMENT ON A HORSE OR PONY (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT’S ABILITY TO SAFELY MANAGE A HORSE OR PONY; (3) A DANGEROUS LATENT CONDITION OF THE STABLE PROPERTY; (4) OR ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE.

### Warning

**Equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

4. **INDEMNIFICATION.** Owner shall be solely responsible for all acts and behavior of Owner’s horse(s) and Owner’s visitors/guests at all times during the term of this Agreement. In no case shall Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf be liable for the acts and behavior of Owner’s horses, visitors, and/or guests [other than in the exercise of gross negligence or wanton and willful misconduct on Stable’s part] . Owner also hereby agrees to indemnify and hold harmless Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf against all damages that Owner or Owner’ guest or representatives may cause that are sustained or suffered by any third person(s) [not parties to this Agreement, including, but not limited to, Owner’s relatives, guests, etc.] by reason of the training/boarding/showing/lessons while under the Stable’s care, custody or control, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include attorney’s fees.

5. **ASTM/SEI Headgear and Footwear.** I agree to be fully responsible for my own safety. Stable requires that those under the age of 18 wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding and even when near horses or ponies. Also, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear for use when riding, driving, or near horses or ponies. It is also understood whenever I am around horses or ponies I should wear proper riding footwear (preferably hard soled boots).

6. **Independent Trainers/Riding Instructors.** I am aware that independent riding instructors may occasionally do business on the Stable property, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Howard Peet, Erica Peet and Peet Equestrian.

7. Utah law governs this Agreement and Liability Release. This document can only be modified in writing and signed by me and Howard Peet and Erica Peet. Should any clause herein conflict with Utah law, that clause will be null and void and the remainder shall remain in effect. It is also mutually agreed that Stable shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association; I consent to such forum if selected by Stable and

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Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties that are handled through the court system shall be brought and litigated in a Court located of proper jurisdiction located nearest to Stable. If I breach this Agreement and Liability Release, I agree to pay Stable's attorney's fees and court costs related to such breach.

**Also I/we represent that:**

- **I/we am/are at or over 18 years of age**
- **I/we am/are of sound mind, and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;**
- **I/we have read this entire agreement and liability release and fully understand it; and**
- **the information I have provided in the agreement and liability release is true and accurate.**

**Miscellaneous Provisions**

1. This Agreement shall be binding on, and inure to the benefit of, the Stable and Owner, and their respective heirs, employees, assistants, agents or other representatives
2. I represent that all information provided in this Agreement is true and accurate.
3. I have read and understand everything contained in this contract, including the policies and fees stated on these three (3) pages.
4. I also understand that any horse related activity is potentially dangerous.
5. I understand that a horse could hurt me for no reason at all. If I/we am 18 years of age it is my choice to wear or NOT to wear any safety equipment. I understand that while in training, myself (owner) or my horse can be injured in a minor way or injured to the point of a disability or nonuse, including death.
6. California law shall govern this Agreement. However, if any provision of this Agreement shall be invalid or unenforceable, the remaining portions in this Agreement shall remain valid.

**THE UNDERSIGNED HAVE READ AND UNDERTAND THIS AGREEMENT AND LIABILITY RELEASE (ALL FOUR PAGES) AND AGREE TO BE FULLY BOUND BY ITS TERMS.**

Signature of Contracting Party: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Signature of Other Contracting Party (Spouse or Parent): \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**HOWARD PEET OR ERICA PEET d/b/a PEET EQUESTRIAN ("Stable")**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_