# FOR ALL SUN VALLEY SADDLE CLUB ACTIVITIES THIS IS A WAIVER OF YOUR LEGAL RIGHTS, AND AN AGREEMENT NOT TO SUE SERIOUS INJURY OR DEATH MAY RESULT FROM RIDING, VAULTING OR BEING NEAR HORSES

Participant's Name (print):				
Address	City & Zip			
Phone	Email			

Please Initial Each Section and Sign at the End of this Agreement

### Liability Release.

In consideration for Ann Guerand and Sun Valley Saddle Club (hereafter referred to as "SVSC") allowing me or my child to voluntarily participate in its activities, I agree as follows:

- a. This agreement, waiver and release applies to SVSC and to SVSC's affiliates including bue not limited to: land owners, horse owners, leasers, lessees, committees, employees, predecessors, successors, attorneys, insurers, members and volunteers and any persons, parties or animals; who are working in the course and scope of their duties on behalf of SVSC at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death ("Released Parties");
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future SVSC activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, stable or in any such event in association with SVSC) and I assume all risks of injury or death as set forth in this release;
- c. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
- d. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

#### Activity Risk.

I understand that some SVSC activities take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that the organizers, workers and members involved in SVSC activities are not professionals in the horse industry, or in other areas of expertise involved in SVSC activities. I also understand that horseback riding and its related activities is a rugged recreational sport activity and that at one point in time or another me or my child may be injured. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my child, which are always present in SVSC activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses. I understand that SVSC is a club of private individuals who have come together to support and enjoy recreation-oriented activities.

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I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

#### **Conditions of Nature & Locations.**

I agree that the Released Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include vehicles and activies of property or neighbors, thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The Released Parties have not inspected, and make no representations or warranties concerning the safety or condition of any arena and/or other location of SVSC events.

## \*Vaulting Helmet Waiver. (only required if participating in vaulting activities)

In addition to the above, I am aware, that due to the nature of the sport of Vaulting, that a helmet is not generally advised to be worn during this activity. I understand that this is contrary to the suggestion of most equestrian sports/activities. I understand that this does allow for additional risk of potential injury to me or my child.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Participant, Staff, Volunteer	Date:

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 2, ABOVE, TO RELEASE AND INDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR:

Print Name	
Guardian's Signature:	Date: