

Silver Glen Stables, Inc.
Release and Waiver of Liability,
Assumption of Risk, and Indemnity Agreement

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

PARTICIPANT: _____ **PHONE:** _____

ADDRESS: _____ **CITY & ZIP:** _____

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse, and assigns, I HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Silver Glen Stables, Inc./Craig Van Kirk/Linda Van Kirk (hereinafter referred to as the Facility Owners), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
3. Release the Facility Owners from any claim that such Facility Owners are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
4. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Facility Owners from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or many acts or omissions of wranglers or other employees or agents.
5. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
6. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Facility Owners for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Facility Owners in defending such an action.

I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND KNOW AND UNDERSTAND ITS CONTENTS.

(Minors do not sign this form. Parent or Legal Guardian must sign and date.)

Date

Signature

If applicable, name of Parent/Guardian: _____

Address of Parent/Guardian: _____

City

Zip