



# MILLER EQUESTRIAN SERVICES, LLC / VALLE VISTA FARM



936 Vista Avenue, Escondido, CA 92026 (858) 945-1344

PREMISES OWNERS NAME IS: Miller Equestrian Services, LLC / Valle Vista Farm  
LOCATION OR ADDRESS: 936 Vista Avenue, Escondido, CA 92026

**THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT. PLEASE READ CAREFULLY BEFORE SIGNING.**

## HORSEBACK RIDING AGREEMENT AND LIABILITY RELEASE FORM

**WARNING - You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:**

**Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

- **Assumption of Risk.** Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manger's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.
- **Release of Claims/Hold Harmless.** Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents or employees.
- **Indemnification.** Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, cause of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use or presence upon the property or manager and the facilities located thereon.
- **Manager's Right of Refusal.** In the event Rider is using Rider's own horse, or a horse(s) not owned by Manger, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health or is deemed dangerous or undesirable.
- **Rider's Agreement.** Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist as the time of executing said release.

## RIDING LESSON CANCELLATION POLICY

Considerable time goes into planning lessons with instructors and reserving horses for riders, therefore it is the responsibility of the rider to come to their scheduled lessons and be on time. In the event you need to cancel a lesson, a make-up lesson will be re-scheduled at the convenience of the rider and instructor. • Your lesson time reserves the exclusive use of a school horse. Cancellations for any reason must be made at least 24 hours prior to your lesson time. • Cancellations made less than 24 hours in advance, or if you do not show up for your lesson, you will be charged the full amount of a lesson. • Cancellations may be made by phone or text to Ann Miller at (858) 945-1344.

## SOCIAL MEDIA/EMAIL POLICY

I authorize and grant Miller Equestrian Services, LLC to take photos/video, etc. regarding my experiences with them. I grant Miller Equestrian Services, LLC to use my photos/video, as well as complete name, etc. on their website, Facebook, Instagram and any other social media platform. I agree that these photos belong to Miller Equestrian Services, LLC and that I will not receive any monetary compensation for their use. By including my email address below, I agree to receive emails from Miller Equestrian Services, LLC. OPT OUT To opt out of social media with Miller Equestrian Services, please check this box and initial  \_\_\_\_\_.

**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, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.**

\_\_\_\_\_  
SIGNATURE OF RIDER (Parent must sign for rider 17 & under) DATE \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN NAME OF RIDER (Please print first and last name)

\_\_\_\_\_ for \_\_\_\_\_  
NAME OF RIDER (Please print first and last name) NAME OF RIDER (Please print first and last name)

\_\_\_\_\_  
ADDRESS PHONE NUMBER EMAIL