

Student Name: _____ Email: _____

Parent Name: _____ Contact Number: _____

HORSE RIDING INDEMNITY AND LIABILITY RELEASE FORM

<p style="text-align: center;">EQUESTRIAN ACTIVITIES CAN BE DANGEROUS SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY</p>

By this agreement made and entered on (date) _____ By and between (your full legal name) _____, Who resides at (your address) _____

hereinafter referred to as "I" and Phoenix Enterprise Group, Inc, doing business as OC Vaulting and/or OC Equestrian Vaulting, located at 905 Arlington Ave., Costa Mesa, CA 92626, and any and all employees, agents, officers, instructors of same, hereinafter referred to as "OCV" **hereby agreed to as follows:**

- 1. HAZARDOUS ACTIVITY: ACKNOWLEDGE THAT HORSEBACK RIDING, VAULTING, THE HANDLING OF ANIMALS OR BEING IN CLOSE PROXIMITY TO ANIMALS IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of animals, regardless of their temperament, training or past performance.
- 2. RELEASE, DISCHARGE AND PROMISE NOT TO SUE** for any loss, damage, injury, including death, or cost to me or my child(ren) arising out of the handling of vaulting on, riding, being in close proximity to a horse, on the premises, when handling, vaulting, riding a horse, using of saddles, bridles, equipment or gear provided by me or to me by "OCV"
- 3. I understand** that a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE** my safety. I understand these risks and voluntarily assume these risks and dangers **for** myself or on behalf of my child or legal ward. _____ (Initial here)
- 4. "RIDING" Defined:** when the "rider" is sitting on the back of a horse in a saddle, or bareback and personally controls the movements of the horse with bridle & reins.
- 5. "VAULTING" Defined:** gymnastic or dance movements performed on American Vaulting Association regulation practice barrel, or on the back of a horse, while being controlled or commanded by a handler, on the ground, via a long or lunge line.
- 6. RIDING HELMETS:** I understand that I can better protect myself against head injuries by wearing protective equestrian head gear while mounting, riding, dismounting and being around horses. OCV will provide helmets to all riders free of charge. Please note that we do not guarantee the helmet itself. Helmet failure due to manufacturer defects is out of the hands of OCV. I accept full responsibility for the increased risk of injury if I decide not to wear a helmet or not to require my child or legal ward to wear a helmet. _____ (Initial here)
- 7. PROTECTIVE HEADGEAR AND APPAREL:** I have been advised to wear protective footwear at all times while I am grooming or tacking up the horses AND wear a helmet while riding (being in control of the horse as opposed to vaulting on a horse being lunged). It is understood that OCV - PROVIDED protective headgear may not be a perfect fit for the rider's head, and that once provided I / WE will be responsible for securing the helmet on the rider's head at all times. While vaulting, I have been advised that I should wear vaulting slippers/light soled shoes, tight fitting stretchy clothing with no buttons, zippers or strings, have my hair tied back and remove all jewelry. _____ (Initial here)

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8. HELMET WAIVER FOR VAULTING: Vaulting, a gymnastic sport, generally does not employ the use of head gear for safety reasons. Helmets or head gear may become entangled in vaulting equipment, impair balance and cause injury to you or other vaulters. You may still opt to wear one but you will be limited to vaulting solo and only performing certain exercises. I have been offered the use of a safety helmet but decline to use one while vaulting. _____ (Initial here)

9. I HEREBY AUTHORIZE & CONSENT TO THE FOLLOWING MEDICAL TREATMENT FOR SAID MINOR(s): Any x-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician and/or surgeon licensed under the provisions of the Medical Practices Act, California Business and Professions Code Section 2000 et seq.; or any x-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care to be rendered by a dentist licensed under the provisions of the Dental Practices Act, California Business and Professions Code Section 1600 et seq. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California. This authorization shall remain effective until my child completes his/her activities in this program unless sooner revoked in writing. I understand that as a parent/guardian, I will be responsible for the cost of any service or treatment provided. _____ (sign here)

10. LIABILITY RELEASE: I understand that, except in the event of OCVs' wanton or willful negligence, I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding a horse provided by OCV. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge OCV (the instructor(s) and all of their officers and employees from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property. _____ (Initial here)

11. INDEMNITY: I agree to indemnify and pay any expenses, loss or damage that is incurred by OCV and all of their officers and employees arising out of my, my child or legal wards participation in any OCV sponsored or related activity. _____ (Initial here)

12. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:

In the knowledge that a parent by law cannot waive the personal injury rights or other claims of a (their) minor child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify OCV and all of their officers and employees from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against OCV and all of their officers and employees for personal injuries suffered by said minor alleging negligent acts or acts of omissions by OCV and all of their officers and employees. _____ (Initial here).

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM

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Signature of rider

Date

Signature of parent/Guardian

Date

Name of rider

Name of Parent/Guardian

***** PHOTO RELEASE:** I hereby ____DO ____ DO NOT give my consent for the use of photos taken of me/my child on OC Vaulting's Facebook or webpage, newsletters, articles, etc. Such photos will be images only (without identifying/names), unless express permission/consent is given, by initialing here _____.