

# Equestrians In Harmony

## Release of Liability

**Participant:** \_\_\_\_\_ **Telephone:**(\_\_\_\_\_) \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

I acknowledge and understand that horseback riding and vaulting is a sport which carries inherent risks of injury or event death possible with equine activities. I knowingly assume all risks, whether known or unknown, of horseback riding and vaulting on both the barrel and horse to myself, my horse, vaulting horse, and property. It is understood that **EQUESTRIANS IN HARMONY** uses any number of horses owned or leased by the below named organizations, individuals, and properties, that are in various stages of training.

I hereby grant to **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM** and their agents/representatives the right to take photography and video of the participant. I hereby authorize **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM** to copyright, use, and publish the same in print and/or electronically and may use such photographs and videos of the participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

I hereby release **EQUESTRIANS IN HARMONY** (owned and operated by Megan Grove), **PHOENIX VAULTING CLUB** (nonprofit club run by elected officials & volunteers), and **GROVE FARM** (owned and operated by John & Danelle Grove, from all liability for any act of negligence or want of ordinary care on the part of **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM**, or any of its agents.

In consideration of my participation in events organized or sponsored by **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM**, I waive, release and discharge **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM**, and their agents, representative, heirs, executors and assigns from any and all claims of liability for injury or damage to myself, my animals or my property arising out of my participation. This agreement is binding upon my executors, heirs and assigns.

I expressly waive any rights I may have under California Civil Code 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

I agree that I will indemnify and hold harmless **EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM**, and their agents against all claims, demands, and causes of action, including court costs and actual attorney fees arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

**EQUESTRIANS IN HARMONY, PHOENIX VAULTING CLUB, and GROVE FARM**, its agents or employees shall not be liable for any damage which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, horse, property, or fall while vaulting or riding on barrel or horse.

I acknowledge that I have read this Release of Liability and know and understand its contents.

**Vaulter/Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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PARENT OR LEGAL GAURDIAN MUST COMPLETE THIS SECTION IF PARTICIPANT IS UNDER 18

I, the undersigned parent or guardian of the above mentioned participant in consideration of my minor's participation in the event, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, their animals, and property arising out of their participation in vaulting or riding classes or specially organized events.

I acknowledge that I have read this Release of Liability and know and understand its contents.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_