



Alto Bowl Horse Owners Association,
1 Lomita Drive, Mill Valley CA 94941

**2016 ABHA RELEASE FORM
CONTACT INFORMATION**

PLEASE PRINT CLEARLY. THANK YOU.

TODAY'S DATE: _____

NAME OF PARENT/GUARDIAN: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PARENT/GUARDIAN EMAIL: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

NAME OF RIDER: _____

AGE: _____ BIRTHDATE: _____

EMERGENCY NOTIFICATION. PLEASE PROVIDE TWO:

NOTIFY: _____ RELATIONSHIP: _____

CELL #: _____ HOME #: _____

NOTIFY: _____ RELATIONSHIP: _____

CELL #: _____ HOME #: _____

HEALTH INFORMATION:

- BEE STINGS; SEVERE REACTION
- ASTHMA
- ANY CONDITIONS INSTRUCTORS SHOULD BE AWARE OF (BAD BACK, INJURIES, ETC.). PLEASE LIST:

EMERGENCY CARE:

I GIVE PERMISSION FOR THE PROPER AUTHORITIES TO ADMINISTER EMERGENCY CARE IN CASE OF AN ACCIDENT:

SIGNATURE: _____ PRINT NAME: _____
(ADULT STUDENT OR MINOR'S PARENT/GUARDIAN)

PUBLICITY: I GIVE PERMISSION FOR THE USE OF PHOTOGRAPHS AND/OR NAME OF RIDER (NAMED HEREIN) IN REFERENCE OF ABHA ACTIVITIES AS PUBLISHED IN FACEBOOK, PERIODICALS, NEWSPAPERS AND THE LIKE:

SIGNATURE: _____ PRINT NAME: _____
(ADULT STUDENT OR MINOR'S PARENT/GUARDIAN)



Alto Bowl Horse Owners Association,
1 Lomita Drive, Mill Valley CA 94941

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THE ALTO BOWL HORSE OWNERS ASSOCIATION, DOES NOT GUARANTEE YOUR SAFETY. As set forth below, you are taking all responsibility for your safety and the safety of your child(ren) and others while at this location and while participating in this activity. Serious injury and or death may result from your participation in this activity.

This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is legally binding on my heirs, on behalf of a minor, this RELEASE is also legally binding on the minor for whom I am signing and the heirs, estate, assigns and personal representatives of the minor. Agreed: _____

A. Who Is Being Released From Any Potential Liability. The term "releasees" includes the following: The Alto Bowl Horse Owners Association, A California Not for Profit Corporation, the directors, officers, the individual members of each, all other agents or employees of each (hereinafter "ABHA") and the owners of the premises in issue, specifically the United States of America, as administered by Marin County Open Space, (hereinafter referred to as "releasees"). Agreed: _____

B. Activities and Locations Involved In This Release. The term "premises of ABHA" includes all grounds of ABHA, including but not limited to the stables, offices, appurtenant structures, including the rings, arenas, barns, tack rooms, storage areas, sheds, residences, adjoining driveways, parking areas, paths, trails, pastures, fields and paddocks and waterways. For this release, it also includes all locations where the parties travel to in participating with ABHA. Agreed: _____

The term "affiliated activity" refers to any activity involving horses whether through visiting the premises of ABHA as a Boarder, Sponsor, Independent Contractor, Temporary Boarder (Sub-Leasee) , or any Outside Instructor or trainer, day camp, seminar, outreach program or as a, guest or invitee of any member of ABHA, his/her family or independent contractor of ABHA or Outside Instructor, Boarder, Sponsor or Temporary Boarder (Sub-Leasee). Agreed: _____

C. This Applies To All Forms Of Horses, Riding And Activities. The term "horse" includes all equine species without regard to size. The terms "ride" and "riding" refer to all handling and care of equine species, whether mounted or not. I acknowledge that both being around horses and horseback riding contains inherent risks of injury and damage to me personally, to my child, to bystanders, to my horse, to my equipment, to my vehicle(s), and horse trailer(s), caused by my own negligence or the negligence of others. There will be various activities that will be involved in association with ABHA, such as driving and lodging at remote locations. All activities associated with ABHA of any kind are what is being released. Agreed: _____

D. Dealing With Horses Is A Dangerous Activity. I am aware and understand that being in the presence of horses as well as the handling, care and riding of horses is an inherently hazardous activity. Agreed: _____

I understand that horses are powerful, unpredictable and potentially uncontrollable animals of flight. All horses, even those that appear calm and docile, will buck, rear, bite, kick, or bolt uncontrollably, without warning, and without apparent cause. Horses may also buck, rear, bite, kick, or bolt in response to sound, wind, motor vehicles, bicycles, baby carriages, dogs, movements of people, machinery, doors, or other objects. I understand that serious injury to myself or my child(ren), and disability or death of myself or my child(ren) may result from being in the presence of, the handling, care or riding of horses. Agreed: _____

E. Dangers In Dealing With Horses. I accept for myself and my child(ren) the dangers in dealing with horses and horse activities and can not publically complain about ABHA. I hereby accept and assume any and all risks of injury (including permanent bodily injury and disability), illness, disease or death to myself or my child(ren) arising from the handling, care or riding of horses at this stable. I also hereby accept all financial losses due to injury, damage, destruction, or loss of my property or my child(ren)'s property, arising from the handling, care or riding of horses at this stable. Agreed: _____

F. Helmets Are Mandatory. I agree to wear a SEI certified ASTM standard equestrian helmet whenever on a horse. I agree that my child(ren) will wear a SEI certified ASTM standard equestrian helmet whenever on a horse. I know that protective headgear, which meets the quality standards of the SEI certified ASTM standard equestrian helmet is mandatory while mounted and preparing to mount. I understand that wearing such headgear may reduce the severity of head injuries or possibly prevent death in a horse-related accident. **Agreed:** _____

G. No Horse Is Completely Safe. A horse is much larger, faster and powerful than a human. If a rider falls, or a horse has contact with the rider, injuries are likely, and potentially death. If a horse is frightened or provoked, or for other reasons, it may do things which may cause injury such as stop short, change direction or speed, shifting its weight, bucking, rearing, kicking, biting, stepping on, crushing, throwing or dragging you or your child. **Agreed:** _____

H. Other Types Of Activities For Which I Am Responsible, NOT ABHA. I understand that at ABHA, motor vehicles and bicycles regularly enter and exit the stables in close proximity to the stalls and paddocks, and in the area where horses are groomed and ridden. Pedestrians, runners, hikers, bikers, delivery trucks, trailers, cars, dogs, wildlife, baby carriages and other equestrians also enter the stables in close proximity to the horses on a regular basis. Inclement weather including winds, rains, and associated blowing and falling debris from trees and brush may occur at the stable. Tractors and other machinery are used on a daily basis. Such motor vehicles, tractors, machinery, baby carriages, child(ren), horses, bikes, delivery trucks, trailers, cars, dogs, wildlife, and weather may cause horses to react in an unpredictable manner, without warning. I accept and assume any and all risk of injury, death, and damage that may result to my child or myself. **Agreed:** _____

And, in participating with ABHA there will be times that I or my child(ren) will be off the premises. So long as I or my child is on a function associated with ABHA, this release, waiver or liability and agreement to indemnify ABHA will apply for myself and my child(ren). **Agreed:** _____

I. Release, Waiver & Indemnity Is In Exchange For Participation In ABHA Activities. In exchange for being permitted to participate in ABHA activities, including using the facilities, services and premises for myself or for my child(ren), I, for myself and my child(ren) and any personal representatives, heirs, and next of kin for myself and my child(ren), (a) give up any rights to make a claim, demand or lawsuit against ABHA, (b) I waive for myself and my child(ren) the right to claim or seek money and damages for any injuries, harm, damages, destruction or loss, and (c) agree that if ABHA is sued or has a claim made against it that I will be indemnified and defend ABHA from all claims made against it. **Agreed:** _____

J. Binding Release, Waiver of Liability and Agreement To Indemnify & Hold Harmless. In further consideration of being permitted to enter the premises of ABHA, for any purpose including, but not limited to observation or use of facilities or equipment, or participation in any affiliated activity on the premises of ABHA as well as any affiliated activity off-the-premises of ABHA, but considered to be an activity affiliated with ABHA, the undersigned hereby agrees to the following:

1. I, The Undersigned, On My Behalf And My Child(ren), Hereby Releases, Waives, discharges and covenants not to sue and agrees to indemnify releasees from all liability to the undersigned or such child(ren) and all of the personal representatives, assigns, heirs, and next of kin for myself and my child(ren) for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or the undersigned's child(ren), whether caused by the releasee's own or sole negligence or whether the releasee is concurrently negligent or otherwise while the undersigned or such child(ren) is in, upon, or about the premises of ABHA or any facilities or equipment therein or participating in any program or activity affiliated with ABHA, whether or not said program is on or off-the premises of ABHA. **Agreed:** _____

2. I, The Undersigned Hereby Agrees To Indemnify And Save And Hold Harmless for the undersigned and the undersigned's child(ren) THE RELEASEES and each of them from any and all claims, injury, loss, liability, damage, expense, including attorneys fees or costs ABHA and the County of Marin and Marin County Open Space, may incur due to the presence of the undersigned of such child(ren) in, upon or about ABHA premises or in any way observing or using any facilities or equipment of ABHA or participating in any activity affiliated with ABHA whether or not said activity is on or off-the premises of ABHA and whether caused wholly by the releasee's own or sole negligence or whether the releasee is negligent with the undersigned indemnitor or other party or otherwise while the undersigned or such child(ren) is in, upon, or about the premises of ABHA

or any facilities or equipment therein or participating in any program affiliated with ABHA, whether on or off the premises of ABHA. **Agreed:** _____

3. I, The Undersigned, Hereby Assumes Full Responsibility For And Risk Of Bodily Injury, Death Or Property Damage to undersigned or such child(ren) due to the releasee's own or sole negligence or whether the releasee is concurrently negligent with the undersigned or other party, while in, about or upon the premises of ABHA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with ABHA program affiliated with ABHA. **Agreed:** _____

4. I, The Undersigned, Further Agree That The Foregoing Release And Waiver Of Liability And Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effort. **Agreed:** _____

I KNOW AND UNDERSTAND THESE FACTS AND THE TERMS AND CONDITIONS AND PROVISIONS OF THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND IN CONSIDERATION OF ABHA'S ACCEPTANCE OF MYSELF AND/OR MY CHILD(REN) AGREE TO THE CONDITIONS AND TERMS OF MY PARTICIPATION OF ACTIVITIES AS SET OUT HERE.
Agreed: _____

K. I Represent I Am Legally Able To Enter Into This Agreement. I have read this release and waiver of liability and indemnity agreement carefully and I fully understand all of its terms and provisions. I am 18 years of age or older and am legally competent to enter into this agreement. **Agreed:** _____

L. I Freely Enter Into This Agreement. No promise or inducement has been made to me in connection with my execution and delivery of this agreement. I knowingly and voluntarily executed and delivered this agreement at my own risk and initiative and of my own free will. In signing this agreement I am not relying on any statement or representation of any of the released parties. **Agreed:** _____

M. Possible Uses Of This Agreement. I understand and acknowledge that this is a release of legal liability. In the event of any litigation, this agreement may be raised as a defense, tender of defense and indemnification and as a bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me, my child(ren), or my child(ren)'s heirs, distributees, guardians, legal representatives and assigns. **Agreed:** _____

N. California Law Shall Apply To This Agreement. THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be interpreted under the laws of the State of California. **Agreed:** _____

O. Each Section Shall Stand On Its Own. If one or more of its provisions are held to be unenforceable under applicable law, each such unenforceable provision shall be excluded from this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, the balance of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be interpreted as if each such unenforceable provision were so excluded, and the balance of this release and waiver of liability and indemnity agreement as so interpreted shall be enforceable in accordance with its terms. **Agreed:** _____

P. Length Of This Agreement. This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall survive the termination of any agreement or arrangement that I may have with ABHA. **Agreed:** _____

Q. Release, Waive, And Indemnify. The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements of inducement apart from the foregoing written agreement have been made. **Agreed:** _____

Dated: _____ **Signed By:** _____

Signature of Releasing and Indemnifying Party (Including Rider or Parent/Guardian, if Rider is under 18. Note adults signing as guardian must attach legal document attesting to proof of legal guardianship.)