



2024 Release Waiver

Today's Date: _____

Name of Rider: _____

Birthday: _____ Age: _____

Name of Parent(s)/Guardian(s): _____

Mailing Address: _____

City/State/Zip: _____

Main Email: _____
(Please print clearly)

Main Contact Phone: _____ Name of Contact: _____

Please list name and email for any additional contacts (ie rider email, parent email, separate billing contact, etc):

Emergency Contact Information

(Please list name, relationship and phone)

PAYMENT: I agree that all fees are due and payable on or before the first class and that any charges past due will be charged to the following credit card. Afterschool course installments will be auto-charged quarterly.

Card Number: _____ Expires: _____

Signature: _____ CVV: _____

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Health

- Bee stings, severe reactions
- Asthma
- Other injuries or conditions instructors should be aware of:

Emergency Care

- I give permission for the proper authorities to administer emergency care in case of an accident.

Signature (Adult student or minor’s parent/guardian): _____

Publicity

- I give permission for the use of photographs and/or name of the rider named herein in reference to Miwok Equestrian Center, Inc activities as published in Facebook, periodicals, newspapers and the like.

Liabilities

Please read carefully before signing. Miwok Equestrian Center, and The Miwok Equestrian Center, Inc, do 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: Miwok Equestrian Center, A California Corporation, Miwok Equestrian Center, Inc Center for Preservation and Public Programs, A California Not for Profit Corporation, the directors, officers, the individual members of each, all other agents or employees of each (hereinafter “Miwok”) and the owners of the premises in issue, specifically the United States of America, as administered by the Golden Gate National Recreation Area, (hereinafter all referred to as “releasees”) **Agreed:_____**

B. Activities and Locations Involved In This Release. The term “premises of Miwok” includes all grounds of Miwok, 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 Miwok. **Agreed:_____**

(B) The term “affiliated activity” refers to any activity involving horses whether through visiting the premises of Miwok as a Boarder, Sponsor, Independent Contractor, Temporary Boarder (Subleasee), as a student or client of Miwok Equestrian Center, Miwok Equestrian Center, Inc , or any Outside Instructor or trainer, day camp, seminar, outreach program or as a, guest or invite of any employee of Miwok, his/her family or employee of Miwok Equestrian Center, Inc or Independent Contractor or Outside Instructor, Boarder, Sponsor or Temporary Boarder (Subleasee). **Agreed _____**

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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 which will be involved in association with Miwok, such as driving and lodging at remote locations. All activities associated with Miwok 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. I Accept for Myself and My Child(ren) The Dangers In Dealing With Horse and Horse Activities And Can Not Complain About Miwok. 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: _____**

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 _____**

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: _____**

F. Other Types Of Activities Which I, and Not Miwok, Are Responsible. I understand that at Miwok, 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 myself or my child. **Agreed: _____**

And, in participating with Miwok 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 Miwok, this release, waiver or liability and agreement to indemnify Miwok will apply for myself and my child(ren). **Agreed: _____**

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G. Release, Waiver & Indemnity Is In Exchange For Participation In Miwok Activities In exchange for being permitted to participate in Miwok 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 Miwok, (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 Miwok is sued or has a claim made against it that I will be indemnify and defend Miwok from all claims made against it. **Agreed:_____**

H. Binding Release, Waiver of Liability and Agreement To Indemnify & Hold Harmless In further consideration of being permitted to enter the premises of Miwok, 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 Miwok as well as any affiliated activity off-the-premises of Miwok, but considered to be an activity affiliated with Miwok, the undersigned hereby agrees to the following:

H1. 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 Miwok or any facilities or equipment therein or participating in any program or activity affiliated with Miwok, whether or not said program is on or off-the premises of Miwok. **Agreed:_____**

H2. 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 MIWOK AND THE United States of America, may incur due to the presence of the undersigned of such child(ren) in, upon or about Miwok premises or in any way observing or using any facilities or equipment of Miwok or participating in any activity affiliated with Miwok, whether or not said activity is on or off-the premises of Miwok 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 Miwok or any facilities or equipment therein or participating in any program affiliated with Miwok, whether on or off the premises of Miwok. **Agreed:_____**

H3. 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 Miwok and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Miwok program affiliated with Miwok. **Agreed:_____**

H4. 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:_____**

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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 MIWOK'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:_____**

I. 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: _____**

J. 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: _____**

K. 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, or my child(ren)'s heirs, distributees, guardians, legal representatives and assigns. **Agreed: _____**

L. 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: _____**

M. 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:_____**

N. 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 Miwok. **Agreed:_____**

O. 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:_____**

Signature: _____ Date: _____

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.)

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TRAIL RIDES

MIWOK EQUESTRIAN CENTER/MIWOK EQUESTRIAN CENTER, INC CENTER RELEASE OF LIABILITY WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

I, the undersigned, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.
2. Possible equipment failure and abnormal function of my own or others' equipment.
3. My own-negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of Miwok Equestrian Center/Miwok Equestrian Center, Inc Center, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's(horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick,shy, stumble, rear, trample,scratch, peck, fall, make unpredictable movements,spook, down, jump, butt,step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant's fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones,severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frost nip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.

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14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.

15. Attack by or encounter with insects, reptiles, and/or animals.

16. Accidents or illness occurring in remote places where there are no available medical facilities.

17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

18. My sense of balance, physical coordination, and ability to follow instructions.

* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

In consideration for being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: Owner (Company and/or Person) Miwok Equestrian Center Inc/Miwok Equestrian Center, Inc Center.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant

Date

Name of Adult Participant (Please Print)

Miwok Equestrian Center, Inc 701 Tennessee Valley Rd, Mill Valley CA 94941
office@miwokequestrianctr.com

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For Participants of Minor Age: This is to certify that I, as Parent, Guardian, Temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Adult Participant Parent or Adult Legal Guardian if Participant is a Minor
and by their signature, they on my behalf release all claims that both they and I have.

Date

Name of Parent or Adult Legal Guardian (Please Print)

Full Name of Minor (please Print)

DECLARATION OF FITNESS To RIDE Miwok Equestrian Center, Inc

I hereby declare that I am physically fit I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor or employee of the insured immediately and before moving away from the immediate vicinity.

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I have read the above Declarations, understand them, and I agree to be bound by them.

Signature of Adult Participant

Date

Name of Adult Participant (Please Print)

Address of Adult Participant

Phone Number

Signature of Adult Participant Parent or Adult Legal Guardian if Participant is a Minor
and by their signature, they on my behalf release all claims that both they and I have.

Date

Full Name of Minor (please Print)

Address of Parent or Adult Legal Guardian (Please Print)

Phone Number

Signature of Parent or adult legal Guardian if Participant is a Minor, Name of Parent or adult legal Guardian (Please Print) **Date**
and by their signature, they on my behalf release all claims that both they and I have.

If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor/Guide / Employee of the insured immediately before you mount the horse or commence any activities.

OFFICE USE: Authorized Insured Only (Counter- Sign upon fun and correct completion)

Signature of Authorized Insured Name:

Date:

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Miwok Equestrian Center, Inc Covid Notice

Due to the outbreak of Coronavirus (COVID-19), Miwok Equestrian Center, Inc is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfection procedures.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 Symptoms of COVID-19 include: Fever, Fatigue, Dry Cough, Difficulty Breathing.

I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS. I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS. I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS. I understand that Miwok Equestrian Center, Inc/Miwok EquestrianCenter Inc.or Alison Friedman cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Miwok Equestrian Center, Inc has put in place preventative measures to reduce the spread of COVID-19; however, the Miwok Equestrian Center, Inc **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending the Miwok Equestrian Center at the Stables could increase** your and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Miwok Equestrian Center, Inc and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the stable may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Miwok Equestrian Center, Inc employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the stable or participation in Miwok Equestrian Center, Inc programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Miwok Equestrian Center, Inc, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Miwok Equestrian Center, Inc, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Miwok Equestrian Center, Inc program.

Signature of Rider

Date

Signature of Parent/Guardian

Date