ALKO EQUESTRIAN CENTER / NAPA VALLEY TRAIL RIDES

RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I hereby enter into this agreement in consideration of my ability and permission to ride OR use any Horse owned by:

ALKO EQUESTRIAN CENTER

Napa Valley Trail Rides

100 Rapp Ln Napa, CA 94558

IMPORTANT NOTICE BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT ALKO EQUESTRIAN CENTER/NAPA VALLEY TRAILS RIDES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR NAPA VALLEY TRAILS RIDES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

Bites, kicks, abrasions or contusions from horses.

Being thrown or bucked off by horses.

Scratches or other injury from stalls or enclosures.

Scratches or other injury from grooming tools and other equipe equipment and tack.

Allergic reactions to animals, hay, or other allergens.

Tripping in holes or on materials or equipment.

Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

I hereby specifically forever waive and release Alko Equestrian Center/ Napa Valley Trail Rides and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Alko Equestrian Center/ Napa Valley Trail Rides, its principals and agents.

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Alko Equestrian Center/ Napa Valley Trail Rides, there will not be a nurse on the premises and Alko Equestrian Center/ Napa Valley Trail Rides and its principals and agents bear no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Alko Equestrian Center/ Napa Valley Trail Rides and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Alko Equestrian Center/ Napa Valley Trail Rides or any acts or omissions of Alko Equestrian Center/ Napa Valley Trail Rides principals or agents. By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Alko Equestrian Center/ Napa Valley Trail Rides, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

If I am present at and participate in the activities of Alko Equestrian Center/ Napa Valley Trail Rides I do so at my own risk, and I hereby acknowledge and agree that Alko Equestrian Center/ Napa Valley Trail Rides and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Alko Equestrian Center/ Napa Valley Trail Rides

Participant's Signature: [[First Name]] [[Last Name]] - Required Fields

Date: [[enter date]]

## **DISCLAIMER**

These forms are made available to you on the express condition and understanding that Napa Valley Trail Rides is not engaged in rendering legal or other professional advice or services to you. The forms provided on our site were drafted by lawyers with knowledge of equine and contractual matters. The forms should not be used as a substitute for consultation with an attorney or other competent professional adviser. While we have made every attempt to provide comprehensive forms, Napa Valley Trail Rides is not responsible for any errors, omissions or for any adverse result from the use of the forms.