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P.O. Box 9475
Rancho Santa Fe, CA 92067-4475
Tel. (858) 759-9874 FAX (858) 759-9876
www.AlbertCourt.com

Trainer: _____

Client: _____ Groom: _____

Date In: _____ Date Out: _____

Release of Liability and Agreement

In consideration of, and as a material condition to, being allowed the privilege of participating in equestrian activities on the property owned by ALBERT COURT, LTD., including without limitation to the riding, exercising and handling of horses I, _____, acknowledge and agree to the following:

1. I am aware that equestrian activities are dangerous and contain inherent risks of bodily injury and property damage to the horse and others. I am voluntarily participating in such hazardous activity and I agree to assume any and all risk of injury or death to the horse and third persons.
Initials: _____
2. I represent to Albert Court that I am an experienced horse rider and/or handler. I am voluntarily participating in these activities with knowledge of the danger involved and hereby assume and agree to accept and all risks of injury or death and property damage resulting from such equestrian activities, including but not limited to the risks of bodily injury, death, property damage, falls, kicks, bites, the unavailability of emergency medical care, or the negligence or the deliberate acts of another person or animal. I acknowledge that horseback riding is a dangerous activity and involves risks that may cause serious injury and in some cases, death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. **Initials:** _____
3. I am in good health and know of no medical or other reason why I am not capable of participating in equestrian activities. **Initials:** _____
4. As consideration for being permitted by Albert Court to participate in equestrian activities, I hereby agree that I shall not make claim against, sue, attach the property of or prosecute Albert Court for injury, damage or death resulting from the negligence, acts of omissions, however caused.
Initials: _____
5. I hereby release, discharge and agree to indemnify, protect, defend and hold harmless Albert Court from any and all claims, liabilities, actions, suits, damages and expenses, including without limitation, attorney's fees, arising directly or indirectly out of or relating in any way to my participation in equestrian activities, even if that claim, liability, action, suit, damage or expense is based on or claimed to be based on the negligent acts or omissions of Albert Court. I hereby release Albert Court from any claim that Albert Court is or may be negligent in connection with my riding experience or ability, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders:
Initials: _____

6. Albert Court has not given any guarantee or warranty or made any representation of any kind with respect to the safety or other conditions existing on the property where the horse is boarded, the conduct of equestrian activities, the skill or qualification of any trainers, instructors or representatives thereof, directing equestrian activities, the condition of horses involved in equestrian activities, or any other matter, event or occurrence connected with equestrian activities. **Initials:**_____

7. This **RELEASE OF LIABILITY AND AGREEMENT** shall insure the benefit of Albert Court, their heirs, personal representatives, successors and assigns and shall be binding upon me, my representatives and any other party who may have any claim whatsoever arising directly or indirectly out of or relating in any way to such equestrian activities, including without limitation my injury or death therefrom, whether such claim is primary or derivative. **Initials:**_____

8. In the event of litigation or arbitration relating to the validity, enforcement and/or interpretation of the **RELEASE OF LIABILITY AND AGREEMENT** or any of its provisions, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees: **Initials:**_____

9. I have carefully read this **RELEASE OF LIABILITY AND AGREEMENT** and fully understand its contents. I am aware that this is a release of liability and a contract between Albert Court and me. I am aware I am assuming the risk of my conduct and releasing Albert Court from liability notwithstanding the cause and I am signing this **RELEASE OF LIABILITY AND AGREEMENT** of my own free will. I represent and warrant that I am 18 (eighteen) years of age or older. **Initials:**_____

Signature: _____

Date: _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Contact person in the case of an emergency: _____