

Tayside Sport Horses Breeding & Training LLC
John and Anne Robertson
And Kelly Schwisow

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY,
AND PARTICIPATION AGREEMENT**

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.

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

I, _____, the undersigned, in consideration of my participation in horseback riding, training, competing, handling, and other related activities hereby agree to release and discharge Tayside Sport Horses Breeding & Training LLC, John Robertson, and Anne Robertson, and Kelly Schwisow (hereinafter collectively referred to as "Tayside") on behalf of myself, AND my minor child _____, my heirs, assigns, personal representative and estate as follows:

ASSUMPTION OF INHERENT RISKS

1. I **understand and acknowledge** that the activity I am about to voluntarily engage in as a participant and/or volunteer bears **certain known risks and unanticipated risks which could result in injury, death, illness or disease (including communicable diseases), physical or mental, or damage to myself, to my property or to spectators or other third parties.** The following describes some, but not all of those risks:
 - a. A horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
 - b. Equipment may fail; saddles or bridles may loosen or break resulting in serious injury or death.
 - c. Additional risks include but are not limited to those caused by the actions of other people including but not limited to co-participants. I hereby assume **ALL** of the risks of participating in horseback riding.
2. 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.
3. I **voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment, and gear provided to me by Tayside and understand that equipment can fail at any time thereby resulting in injury.

4. I voluntarily assume the risk and danger of injury or death inherent in the use of the stables and property where Tayside is located and where Tayside participates in clinics and competitions.

WAIVER OF LIABILITY FOR NEGLIGENCE

5. I **RELEASE** Tayside today and on all future dates from **ANY CLAIM** of injury, death, other damage or loss resulting from my participation, or as a result of the **ORDINARY NEGLIGENCE** of Tayside, their employees and agents in connection with my riding experience or ability, **INCLUDING BUT NOT LIMITED TO** training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders and the maintenance and care of the property where Tayside is located or does business.

INDEMNIFICATION AGREEMENT

6. I **INDEMNIFY, SAVE AND HOLD HARMLESS** Tayside, their employees, and agents **AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST** that may incur either:
 - a. arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of employees or agents OR
 - b. arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation in horseback riding.

COVENANT NOT TO SUE

7. I **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** Tayside doing business under their own name or any other name and/or any of their employees, or agents **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.**

RULES AND HEALTH STATUS

8. I agree to abide by and follow any instructions given or rules established by Tayside or any of their employees or agents with regard to my use of the horse or any equipment or gear provided therewith.
9. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events, and to cover bodily injury or property damages caused to a third party as a result of my participating in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
10. I represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities.
11. I understand and agree that no person will be allowed to mount any horse or pony located on the property of The Horse Park at Woodside or in training with Tayside, without wearing an ASTM-standard and SEI certified helmet.

12 I acknowledge that while Tayside requires me to wear an ASTM-standard and SEI certified helmet they do so while WARNING that no protective equipment can guard against all injuries.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

13 I agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of San Mateo County, California and further agree that the substantive laws of the State of California shall apply in any action brought.

14 The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

15 I acknowledge that this document is a contract and agree that if a lawsuit is filed against Tayside or their owner, agents, employees for any injury or damage in breach of this contract, the prevailing party will be entitled to recover attorney fees and costs.

16 I understand that this is the entire Agreement between myself (and minor child if applicable) and Tayside and cannot be modified or changed in any way by the representations or statements of any employee or agent or by me.

17. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

18 If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with Tayside, I consent to the child's participation and **AGREE**, to all of the above provisions and **AGREE** to assume all of the obligations of this release on the child's behalf.

Printed name of Participant

Date:

Signature of Participant (or Parent or Guardian #1 if Participant is under 18).

Date

Signature of Parent or Guardian #2 if Participant is under 18.

Date