

LIABILITY RELEASE AND INFORMATION- GREAT PONY PARTIES

17200 High Country Circle, Perris, CA 92570

This agreement contains a full release of liability. Read it before signing.

Please Print

PARTICIPANT'S NAME: _____ AGE _____

PARENT'S NAME: _____

WORK PHONE # _____ HOME PHONE # _____

STREET ADDRESS: _____ CITY: _____ STATE _____ ZIP _____

Does your child have any disabilities we should know about before riding a horse/pony? _____

LIABILITY RELEASE: THE UNDERSIGNED CHILD(S)/PARENT/GUARDIAN OF CHILD(S) UNDERSTANDS THAT CONTACT WITH HORSES OR PONIES, HORSEBACK RIDING, AND TRAIL RIDING ARE ACTIVITIES WHICH INHERENTLY CONTAIN RISKS AND DANGERS, SUCH AS BUT NOT LIMITED TO, INJURY OR DEATH AS THE RESULT OF A FALL FROM THE HORSE OR PONY, BEING "BUCKED OFF" THE HORSE OR PONY, BEING SHOVED, HORSE OR PONY TRIPPING OR STUMBLING, CHILD FALLING OFF HORSE OR PONY, BEING STEPPED ON, KICKED OR BITE FROM THE HORSE OR PONY. KNOWING THIS, I NEVERTHELESS IN CONSIDERATION OF MY SELF/MY CHILD'S BEING ALLOWED TO PARTICIPATE IN ALL GREAT PONY PARTIES PETTING ZOO AND RIDING ACTIVITIES INCLUDING BUT NOT LIMITED TO HORSE OR PONY, HORSEBACK RIDING, AND PHYSICAL ACTIVITIES, FOR MYSELF, MY HEIRS EXECUTORS AND ADMINISTRATORS, VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK AND **AGREE NOT TO SUE**, AND WAIVE, RELEASE AND DISCHARGE "GREAT PONY PARTIES", ITS OWNERS, ASSIGNS, AGENTS, AND EMPLOYEES (HEREINAFTER "GREAT PONY PARTIES"), OF ALL RIGHTS, CLAIMS OR LIABILITY FOR DAMAGES, INJURIES, INCLUDING DEATH, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH MY SELF/CHILD'S PARTICIPATION IN "GREAT PONY PARTIES" ACTIVITIES, WHETHER CAUSED BY GREAT PONY PARTIES ACTIVE OR PASSIVE NEGLIGENCE OR OTHERWISE. I FURTHER RELEASE AND DISCHARGE GREAT PONY PARTIES, INSOFAR AS IT IS POSSIBLE TO DO SO UNDER THE APPLICABLE LAW, OF ANY DUTY OF CARE WHATSOEVER TOWARD ME, INCLUDING FOR CONDUCT, ACTIONS AND ACTIVITIES THAT I DO NOT FORESEE AT THIS OR ANTICIPATE AT THIS TIME. I FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY AND HOLD GREAT PONY PARTIES HARMLESS GREAT PONY PARTIES AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING COURT COSTS AND ATTORNEYS' FEES, DIRECTLY OR INDIRECTLY ARISING FROM ANY ACTION OR OTHER PROCEEDING BROUGHT BY OR PROSECUTED FOR MY SELF OR MY CHILD'S BENEFIT CONTRARY TO THIS AGREEMENT.

THIS RELEASE AND INDEMNIFICATION SHALL BE CONTINUAL AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL REVOKED BY ME BY DOCUMENT IN WRITING, DELIVERED TO GREAT PONY PARTIES PARTICIPANTS(S)/PARENT/GUARDIAN ACKNOWLEDGES THAT HE OR SHE HAS READ THIS RELEASE COMPLETELY AND UNDERSTANDS IT'S MEANING FULLY, AND VOLUNTARILY AGREES TO BE BOUND BY IT.

EMERGENCY MEDICAL CARE: I further authorize GREAT PONY PARTIES' owners or employees to consent on my behalf to any emergency medical treatment, which may be, required for myself/my child and do agree to indemnify and hold harmless anyone giving such consent.

HELMET RELEASE: By signing this Release and Waiver of Liability, I am seeking a variance to the helmet use requirement. I am participating in these activities, without a helmet, with the knowledge of the danger involved and agree to assume any and all risks of bodily injury, death or property damage. I release Great Pony Parties owners or employees and any of their affiliated organizations from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse, and legal representatives may have for the injury and damage resulting from my participation in the activities provided by Great Pony Parties owners or employees without wearing a helmet. Great Pony Parties owners and employees highly recommend the use of an approved safety helmet at all times while riding a horse.

PARTICIPANTS(S) SIGNATURE OR (IF UNDER 18 YEARS OF AGE) PARENT/LEGAL GUARDIAN

SIGNATURE: _____ PRINT NAME: _____

Date: _____