

# Copper Meadows Equestrian Center

633 Montecito Way, Ramona, CA 92065

Tel: 760.788.7702 Fax: 760.788.7734

[www.copper-meadows.com](http://www.copper-meadows.com)

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## RELEASE AND WAIVER OF LIABILITY

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### PLEASE READ THIS CAREFULLY BEFORE SIGNING. EVENT SPONSORS, ORGANIZERS AND THE PROPERTY OWNER DO NOT GUARANTY YOUR SAFETY

For and in consideration of permitting the rider named below to use and have access to the Copper Meadows Equestrian Center facilities (the "Premises") and/or to participate in equestrian events organized by Copper Meadows Equestrian Center, LLC ("CMEC"), the undersigned for himself or herself (or his or her child or ward if the rider is under age 18) agrees on behalf of his or her (or the child or ward's) heirs, personal representatives, spouse, next of kin, successors and assigns, all of who shall be legally bound by this Release and Waiver of Liability ("Agreement"), as follows:

I am fully aware and acknowledge that horseback riding, and particularly jumping, is a dangerous activity and involves inherent risks of accident, loss, serious bodily injury including broken bones, head, neck, spinal and internal injuries, trauma, pain, suffering, or death due to being kicked, stepped on, thrown from or falling from a horse; colliding with other rider's horses, buildings, fences or objects on the Premises; numerous other causes, including, without limitation, other persons' negligent actions, inactions and/or misconduct; and lack of readily available medical care and treatment. I understand that no amount of care, caution, instruction or expertise can eliminate these risks. I wish to participate in these activities knowing that they are dangerous and agree to accept and assume all risks of personal injury, death and/or property damage that may occur.

I understand and agree that: (i) I am fully responsible for conduct of my horse(s) while on the Premises and will be fully responsible and liable for any property damage or personal injury to myself or others that my horse(s) may cause; (ii) I am fully responsible for the safe keeping of my property (including my horse(s), vehicles, trailers, tack, equipment and all other property) and CMEC will not be liable for any loss to my property due to theft, damage or any other cause whatsoever; (iii) any facilities provided by CMEC for keeping horses or storing riders' property are for the convenience of riders and do not create a bailment or impose any liability on CMEC; and (iv) the consent given by CMEC for my use and access to the Premises may be revoked at any time.

I understand and acknowledge that I have been advised by CMEC that I should wear an approved/certified horse riding helmet while riding, mounting, dismounting and working or being around horses, and that the wearing of a helmet may reduce the severity of head injuries as a result of a fall from a horse or other occurrences. I also understand and acknowledge that it is in my best interest to wear an approved/certified protective vest designed to reduce trauma to the upper torso from impacts and falls. I acknowledge and understand that I have the opportunity to conduct a reasonable visible inspection of the Premises, including the riding course, its layout and obstacles.

**Initial here:**  **WAIVER AND RELEASE:** To the fullest extent allowed by law, I voluntarily release, discharge, waive and relinquish CMEC, Carolyn Hoffos, Robin Hoffos, and all of their members, officers, agents, employees, sponsors, volunteers and insurers ("Releasees") from any and all rights, claims, demands, losses, causes of action and damages I now or in the future may have of any kind whether now existent or which become existent in the future, whether the same be now known or unknown, and whether the same be now anticipated or unanticipated, resulting from personal injuries, death or property damage arising from or in any way related to my participation in the activities described in this Agreement and/or my presence on the Premises. I expressly waive all rights conferred by Section 1542 of the California Civil Code which states: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known*

to him must have materially affected his settlement with the debtor.” IT IS MY INTENTION BY THIS AGREEMENT TO EXPRESSLY ASSUME THE RISK OF AND TO EXEMPT AND RELIEVE THE RELEASEES FROM ANY AND ALL LIABILITY FOR MY PERSONAL INJURY, PROPERTY DAMAGE OR DEATH FROM WHATEVER CAUSE OCCURRING WHILE ON THE PREMISES OR ENGAGING IN THE ACTIVITES DESCRIBED IN THIS AGREEMENT OR RELATED THERETO.

**Initial here: [ ] INDEMNIFICATION:** To the fullest extent allowed by law, on behalf of myself and my heirs, personal representatives, spouse, next of kin, successors and assigns, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any suits, claims, demands, damages, judgments, losses, liability, causes of action at law or in equity, costs or expenses of any nature whatsoever, including attorney fees and expert consultant fees, by whomever and whenever made, arising from or in any way related to my participation in the activities described in this Agreement and/or presence on the Premises and regardless of fault and whether caused by the active, passive, sole or contributory negligence of the Releasees. I agree that under no circumstances will I or my heirs, personal representatives, spouse, next of kin, successors or assigns, sue or present any claim for personal injury, property damage or wrongful death against Releasees whether based on negligent acts or omissions, breach of contract, breach of warranty, strict products liability, dangerous conditions or hidden, latent or obvious defects of the Premises or any other legal or equitable theories. This Agreement may be pled by the Releasees as a complete bar and defense against any claim, demand, action or causes of action asserted by me or on my behalf.

I expressly agree that this Agreement, to the full extent permitted by California law, is intended to be broad and inclusive, and that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall remain in full legal force and effect.

I agree than if I make any claim or commence any legal action against CMEC that is not otherwise barred by this Agreement, such claim or action, including an action to determine the enforceability of this Agreement, shall be subject to and resolved by binding arbitration administered by the American Arbitration Association at its offices in San Diego, California, in accordance with its Commercial Arbitration Rules and the laws of the State of California. The proceeding shall be conducted by one (1) neutral arbitrator who shall follow and apply California law. The arbitrator shall have the authority to order such discovery, by way of depositions, interrogatories, document production or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of the proceeding. The written determination of the arbitrator shall be final, binding and conclusive on the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the parties. I will be responsible for and bear my own costs and attorney's fees. I understand that I am waiving my right to a jury trial.

I have carefully read this Agreement and understand the contents. No oral representations, statements or inducements have been made to me, other than those contained in this Agreement. I understand that this is a waiver and release of liability and a legally binding contract between myself and CMEC and supersedes any other agreement or representation by or between the parties and is intended to provide my comprehensive release of liability and agreement to indemnify and not to sue. I agree that all provisions of this Agreement will be binding regardless of whether I have initialed the provisions.

**THIS DOCUMENT IS A WAIVER AND RELEASE OF ALL CLAIMS.  
READ IT CAREFULLY BEFORE SIGNING.**

Print Rider's Full Name: \_\_\_\_\_

Signature of Rider: \_\_\_\_\_ Date \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN MUST ALSO SIGN IF RIDER IS UNDER AGE 18**

By signing this Agreement as parent or legal guardian, I am agreeing to its terms on behalf of myself and my minor child or ward, and I am consenting to the minor child's participation in the activities described above and any other activities related thereto, and acknowledge that I understand that any and all risk

and liabilities, whether known or unknown, are expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

Print Parent/Legal Guardian's Full Name: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_