

DLB Ranch Inc

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Night Star Ranch

**Horse On-the-Ground Participation Agreement and Liability
Release Form**

REGISTRATION OF PARTICIPANTS AND AGREEMENT WARNING:

DLB Ranch Inc and Night Star Ranch and Joni Maggini are not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Purpose:

The following listed individual hereinafter known as 'THE PARTICIPANT' and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine activities on a Night Star Ranch site today and on all future dated unless otherwise informed by Night Star Ranch:

Print name (include age if under 18)

AGREEMENT SCOPE AND DEFINITIONS:

This agreement shall be legally binding upon me, the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of California and the counties of Tehama and Shasta. Any disputes by the PARTICIPANT shall be litigated in and venue shall be the country in which the instructor is physically located. If any cause, phrase or word is in conflict with state law, then that single part is null and void. The term HORSE herein shall refer to all equine. The term PARTICIPANT herein shall refer to participating in the exercise or otherwise any handling of horses, ponies, mules or donkeys, from the ground. The term PARTICIPANT shall herein refer to a person who works with a horse or otherwise handles or comes near a horse from the ground. The term, I or ME or MY shall herein refer to the above registered participant and parental or legal guardians thereof of a minor. The term DLB RANCH INC and NIGHTSTAR RANCH shall refer to any instructor, horse handlers, volunteers,

associates or any individual that interacts with the PARTICIPANT and the horse on behalf of DLB Ranch Inc and Nightstar Ranch.

ACTIVITY RISK CLASSIFICATION:

I understand that: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity, despite all safety precautions taken. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U>S> hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

NATURE OF WORKING WITH HORSES:

I understand that: No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 4 to 4 times faster than a human. If a horse becomes frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to; stopping short, changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting or running from danger.

PARTICIPANT RESPONSIBILITY:

I understand that: Upon taking up the rope of a haltered horse, the PARTICIPANT is in primary control of the horse. The PARTICIPANTS safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain in control. If the PARTICIPANT is pregnant, she is restricted from any activities involved with DLB Ranch, Inc and Nightstar Ranch.

CONDITION OF NATURE:

DLB Ranch Inc and Nightstar Ranch, its owner, Joni Maggini and any agents, instructors, or horse handlers are NOT responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES OF THIS - BUT ARE NOT LIMITED TO: thunder, lightning, rain, snow, ice, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or a person, and irregular footing on an outdoor un-groomed or wild land which is subject to constant change in condition according to weather, temperature and any natural or man-made changes in landscape.

ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE:

I agree that: Should medical treatment be required, I and/or my own accident/medical insurance company card will be displayed to the instructor/horse handler. Should my actions or that of my horse cause injury

or damage of any kind I and/or my personal liability shall pay for such damages.

PROTECTIVE GEAR WARNING:

I agree that: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by DLB Ranch, Inc and Nightstar Ranch that the need for protective clothing (boots, long pants) while being near horses and I do understand that the wearing of such clothing while around a horse may reduce the severity of some of the wearer's injuries and possibly prevent the wearer's death from happening as the result any other occurrences.

LIABILITY RELEASE:

I agree that: In consideration of Nightstar Ranch allowing my participation in this activity, under the terms set forth herein, the PARTICIPANT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Nightstar Ranch, it agents, instructors or horse handlers and trails, employees, volunteers, and others acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the danger be known or unknown or unanticipated, due to the facilitators or horse handler's ordinary negligence; and I do further agree that except in the event of the gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against Nightstar Ranch, owners or agents of properties, or those described herein, and all other persons and organization in any way affiliated with the events, property, boarding, lessons, training or any other activity described herein, their representatives, heirs, executors, administrators, and assigns as stated above in this clause, to any economic and non-economic losses due to bodily injury, death and/or property damage, sustained by me handling, or otherwise being near horses owned or in the care, custody or control of the facilitator or horse handler, whether on or off the premises.

SIGNER STATEMENT OF AWARENESS: I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS IN RELATION TO THE APPLICANT ARE TRUE AND ACCURATE. All riders and parents or legal guardians of minors much sign after reading this entire document.

Are there any medical conditions that need to be known? (Yes / No) Please explain:

Signature of PARTICIPANT (non- minor)

Printed Name of minor PARTICIPANT parent/guardian

Signature of minor PARTICIPANT parent/Guardian

Date

Address: _____

Phone Home: _____

Cell: _____

Emergency Contact Name and Number
