

Groundwork the Cowboy Dressage Way

Saturday June 29, 2019 9am to 1pm

Brown Ranch 7101 Camino Tassajara Rd. Plesasanton, CA

Rider Name _____

Rider Address _____

Phone Number _____ Cell _____

Email _____

How would you classify yourself as a rider: Beginner / Intermediate / Advanced

Are you experiencing any issues with your horse? _____

Any serious health issues? _____

Clinic Fee \$125 _____

Lunch \$10 _____

Total _____

Make checks payable to **Susan Dockter**

And mail to: PO Box 3473 Livermore, CA 94551 www.susandockter.com

Questions? Susan (925) 699-9164 or clinics.susandockter@gmail.com

Also accepted Paypal aliavalonn@aol.com. Please specify the name of the clinic with your payment. Your payment for the full amount along with this form will reserve your spot. Please include the release of liability if you haven't signed one for the current year. **Refunds will only be issued if we can fill our spot.**

Please sign below to acknowledge the above statements

Participant _____

Date _____

Release: The undersigned assumes the unavoidable risk inherent in all horse related activities, including but not limited to bodily injury and physical harm to horse, rider, competitor and spectator. In consideration, therefore, for the privilege of riding and/or working around horses at Mill Iron U, the undersigned does hereby agree to hold harmless and indemnify Susan Dockter and their officials, directors and employees and further release them from any liability or responsibility for accident, damage, injury or illness to the undersigned or to any family member or spectator accompanying the undersigned.

Signature of participant _____ Date _____



MILL IRON U RANCH - RELEASE & HOLD HARMLESS AGREEMENT FOR GUESTS

ALL GUESTS WHO VISIT THE PREMISES LOCATED AT 7101 CAMINO TASSAJARA, PLEASANTON CA, 94588 (REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. THESE PREMISES ARE PRIVATE. IF YOU ARE HERE WITHOUT PERMISSION AND HAVE NOT SIGNED THIS AGREEMENT, YOU ARE TRESPASSING AND WILL BE REQUIRED TO LEAVE IMMEDIATELY. AFTER SIGNING THIS RELEASE ONCE, MIU WILL KEEP IT ON FILE.

1. This Release and Hold Harmless Agreement (hereinafter referred to as Agreement) is entered into as

of _____, 20____ by _____ residing at _____
(Please Print Name Clearly-Fill in Parent Name if Guest is a Minor) (Street Address-No PO Boxes please)

_____(City) _____(State) _____(Zip Code), their heirs, executors, administrators, assigns, (hereinafter referred to as Guest) and Michele Ulrech Horsemanship and Boarding, Michele Ulrech individually, Jon Ulrech individually, Mill Iron U Ranch, Leonida, LLC, Alex Wang individually and their employees, ranch hands, barn managers, assistants, contractors, agents, representatives, heirs, executors, administrators and assigns (herein collectively referred to as MIU)

2. **Consideration:** Guest wishes to visit or has been invited to Premises privately owned or managed by MIU and will be engaging in various activities, including but not limited to equestrian activities. In consideration, Guest agrees to release, hold harmless and indemnify MIU from all claims as set forth in this Agreement and agrees to all terms set forth herein.

3. **Assumption of the Risk of Death and Injury:** Guest agrees and expressly understands that visitation of an equestrian facility and ranch where horse back riding and related activities regularly occur are *inherently dangerous*. These inherent risks *cannot* be eliminated. Risks include, but are not limited to, scratches, bruises, sprains, tripping, falling, breaking, spraining or twisting limbs, wildlife attacks, insect and animal bites, allergic reactions from plant life, joint and back injuries, loss of sight, heart attacks, concussions, trampling or being run over by large animals, paralysis and death. Guest fully understands that horses are unpredictable animals and will kick, rear, pullback, spook, bolt, or otherwise act in an unpredictable manner. Guest fully understands that Premises contain defects such as uneven footing, holes and depressions, rocks, sharp objects, old buildings, broken structures and other hidden or obvious conditions which may result in injury or death to Guest or Guest's horse(s). Guest expressly assumes all risk of being on Premises, including all personal injury risks whatsoever and also expressly assumes the risk of engaging in all horses-related activities, or any activities at all on Premises, including activity with cattle and including the risk that RR may be negligent. Guest therefore agrees not to sue, or otherwise bring a claim against MIU in connection with any injury, death or other consequence that occurs on Premises to them or to anyone else.

4. **Assumption of the Risk of Riding on or Around Premises:** Guest hereby acknowledges that horseback riding in arenas and in areas outside riding arenas, such as round pens, pathways and trails are inherently dangerous and carry risks of injury that are an integral part of such activities. Guest assumes full responsibility for all such risks, including, but not limited to loss of control, collisions, obstacles, traffic spooks, wild animals, sudden sounds, other riders or horses losing control, cattle which may spook, charge or injure persons or animals and so on, whether these be obvious risks or not obvious, and Guest understands and expressly assumes such risks. Guest also assumes the risk that the footing and ground areas where horseback riding is done may contain defects such as broken tree limbs, holes in the ground, plant & tree growth, debris, rocks in paths, uneven footing, rock slides, mudslides, muddy & slippery footing, and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural. Guest therefore agrees not to sue, or otherwise bring a claim against MIU in connection with any injury, death or other consequence that occurs to them or any one else on Premises as a result of horseback riding. Guest agrees to assume all risks of injury or death caused by any horseback riding, whatever the cause.

5. **Assumption of the Risk of Loss to Horse(s):** During the time that Guest's horse(s), if applicable, is/are on Premises, Guest understands and expressly assumes the risk that MIU shall not be liable for any sickness, disease, straying, theft, injury, nor death which might be suffered by the horse(s) Guest has brought to Premises. This includes, but is not limited to, any injury, disability or illness that Guest's horse(s) might receive while on the Premises or for any injuries that said horses may cause to Guest or to others. Therefore, Guest promises not to sue MIU for any damage or loss to their horses. Guest fully understands that MIU does not carry insurance on Guest's horses, nor are Guest's horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with being on Premises with a horse, are to be borne by the Guest. If Guest's horse(s) injure any other persons, other animals or damage any property on Premises, Guest understands that they are responsible for any claims arising there from and will also indemnify and hold harmless MIU from any such claims.

6. **Assumption of the Risk of Loss to Guest's Property:** Guest understands and expressly assumes the risk that any personal property, including but not limited to motor vehicles, trailers, tack, equipment, saddles, blankets, containers or any other personal property, brought to Premises are subject to damage and loss and Guest agrees to indemnify and hold RR harmless for such loss and/or damage and promises not sue MIU for any such damage or loss.

7. **Damage to Premises:** Guest agrees to pay for and/or repair any damage that occurs to Premises, including but not limited to all personal property, buildings, barns, fences, stalls, pens, structures or vehicles caused by Guest or by Guest's horse(s).

8. **Rules:** Guest agrees to follow any rules or signs posted on Premises. Guest also agrees to follow any instructions given by MIU or their agents, assistants, employees or independent contractors working on behalf of MIU.

9. **Attire:** Guest, if horseback riding, agrees to wear closed-toed shoes with low heel or riding boots, long pants and if under the age of 18, an ASTM certified helmet. If MIU or their agents observe violations of this section, Guest understands that they must rectify same immediately or Guest will be asked to leave.

10. **Guest Representations and Warranties:** Guest warrants the following:

a. Guest does not have any physical/mental conditions that would prevent them from engaging in horse-related activities or from visiting an equestrian and facility;

b. That horses, if any, brought to Premises are current on all of the recommended & routine vaccinations are negative for Coggins, and that the horse(s) brought in by Guest are free of contagious diseases;

c. That Guest has authority to enter into this Agreement;

d. That Guest, in the event of injury, gives MIU the authority to make decisions regarding medical care, including administration of medical care, and will indemnify and hold MIU harmless for any injury or death that occurs as a result of this care.

11. Indemnity and Waiver of Unknown Claims: Guest agrees that s/he will defend, indemnify and hold harmless MIU against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Guest's benefit or for the benefit of Guest's heirs, guardians and assigns or brought by others, against MIU in connection with being on Premises or any action or inaction taken by Guest, Guest's family members, agents, heirs or assigns. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Guest expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Guest understands that this law contains provisions designed to prevent Guest from waiving unknown claims that existed at the time of waiver, and Guest expressly agrees to waive all rights that Guest might have under this law and related sections

12. For Guests who are Minors: (Skip to #13 if no minor involved) **MINOR'S WHO HAVE NOT HAD HIS/HER PARENTS/LEGAL GUARDIANS SIGN THIS AGREEMENT DO NOT HAVE PERMISSION TO BE ON THE PREMISES, ARE TRESPASSING AND MUST LEAVE.**

I/We, the undersigned parent and/ or legal guardian (hereinafter Parent) of Minor Child named: _____

_____, (herein referred to as Minor) on behalf of ourselves, the minor child named herein and his/her other parents, legal guardians, heirs, executors, administrators and assigns (hereinafter referred to collectively as "Minor Parties") is/are allowing Minor to participate in activities as set forth in this Agreement and be on Premises. Parent, on behalf of themselves, Minor and all Minor Parties, agree to release, hold harmless and indemnify RR from all claims as set forth in this Agreement, promise not to sue MIU for any injuries to Minor, including death and further agree to comply with all terms and conditions and agreements made herein. Parent further agrees that he/she is entering into this Agreement on behalf of Minor, on behalf of him/herself and on behalf of all other parents, legal guardians, and Minor Parties that he/she has the authority to do so and that all terms and conditions of this Agreement apply to his/her Minor child. Parent agrees to have a supervising adult on Premises responsible for said Minor at all times. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding and its attendant activities. Parent agrees that he/she will require the above mentioned Minor to wear appropriate attire as set forth herein. Parent further warrants that he/she has, and will maintain, current health and accident insurance policies covering said Minor.

Signature of Parent/Legal Guardian: _____

13. Adult Helmet Usage: MIU strongly encourages all riders to wear an ASTM approved safety helmet at all times while riding or handling a horse. If adult Guest fully chooses to ignore this suggestion despite the increased chance that it may result in serious injury, paralysis or death, Guest does so with FULL assumption of the risk and agrees to never sue or otherwise bring a claim of any kind against MIU for any injuries resulting from this decision. Further, all indemnification and hold harmless provisions herein fully apply. Guest must initial here acknowledging that they are fully aware of the risk and have decided to ride without a helmet _____. Note that MIU does not permit riding without a helmet for Minors under age 18. No exceptions.

14. Entire Agreement: This Agreement constitutes an integration of the entire understanding and agreement of the Parties. Any representations, warranties, promises, or conditions, written or oral, not specifically in this Agreement shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representations, warranties, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

15. Severability: If any provision of this Agreement is determined to be illegal or unenforceable, such shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

16. Mediation and Binding Arbitration:

The Parties mutually agree that any and all disputes arising in connection with this Agreement shall first be resolved by mutual discussions between the Parties. If said discussions fail, then the Parties mutually agree to submit the dispute to a neutral mediator in Contra Costa County, CA. Costs and expenses of mediation shall be borne by the Parties equally. If mediation efforts fail, then the Parties mutually agree to submit any disputes to BINDING Arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Contra Costa County, California.

17. Attorney's Fees: If Binding Arbitration is brought in connection with this Agreement, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party. If the arbitrator assigns fault to each Party according to a percentage, then each Party will be responsible for paying the reasonable fees, expenses and costs of the other Party in a pro rata amount to match the percentage of fault accorded to them by the arbitrator.

GUEST'S NAME: _____ Date: _____
Print Name

SIGNATURE _____

Reason for Visiting - For our Records Please Circle: 1. Lessons
2. Leasing a horse 4. Guest of Boarder
3. Looking to Board 5. Clinic / Outside Trainer

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Other _____

THIS IS A VOLUNTARY RELEASE OF LIABILITY

THIS IS A BINDING "ASSUMPTION OF RISK AND INDEMNITY CONTRACT"

I, _____, hereby acknowledge on my behalf, and on the behalf of my spouse, children, heirs, assigned agents, and legal representatives, (hereinafter referred to as a "Releasor"), that I voluntarily applied to participate in instruction and training which can include "sacking out", care, handling, trailer loading, and riding of horses with Susan Dockter. Such training will take place at Brown Ranch Equestrian Center, 7101 Camino Tassajara Pleasanton, California.

INITIALS _____

In consideration for being permitted to participate today, and on all future dates, in said instruction and training, and for the use of the property, facilities and services of the individuals and entities named above and below, the participant, "Releasor" hereby expressly agrees to the following release of liability and indemnity in favor of the "Releasees".

1. I, "Releasor" am aware that activities involving horses can be hazardous, and I am voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury or death to me and/or my horse.

INITIALS _____

I, "Releasor" acknowledge that this training includes much more than ordinary horse riding lessons; and that the horses will be exposed to unusual and/or somewhat frightening stimuli which may result in unpredictable responses from both my horse and other horses in the area. I fully assume all risk, release from liability, and hold harmless all "Releasees" from any and all liability or damages related to the participation of myself, my minor child, and/or my horse in these activities.

INITIALS _____

2. I, "Releasor", hereby release, waive, discharge, and covenant not to sue "Releasees" for injury, death, or damage resulting from participation in said instruction and/or training as a result of the unavailability of emergency medical care, negligence or deliberate act of the "Releasees" or anyone acting on their behalf.

INITIALS _____

I, "Releasor", further release and discharge "Releasees" from all liability to "Releasors" for injury, death, or damage resulting from participating in said instruction and training as a result of the negligence or deliberate act of any party or parties in attendance and/or their horses or any other horses on the premises.

INITIALS _____

In addition, I "Releasor", hereby release and discharge "Releasees" from all actions, claims, or demands "Releasors" now have or may hereafter have from injury, death, or damage resulting from participation in such activities.

INITIALS _____

3. I, "Releasor" hereby acknowledge and agree to indemnify and hold harmless "Releasees" from any loss, liability, damage, or cost they may incur due to participation in said instruction and training and/or due to "Releasees" defense and enforcement of this release. INITIALS _____
4. I, "Releasor", expressly acknowledge and agree that activities involving horses are considered by professional trainers and expert horsemen to be potentially VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I understand and acknowledge the unpredictability of a horse's mind and physical balance and the fact that a horse may among other things, run away, collide with a vehicle, other horses or stationary objects, bite, kick, roll, buck, flip over, trip, rear or fall, spook or shy as a result of people, wind, shadows, trees, paper, plastic, wood or metal objects whether moving or stationary, cattle, dogs, rabbits, deer, birds, cars, trucks, tractors, noises, etc., and may seriously injure themselves, or seriously injure persons as a result thereof. INITIALS _____
5. I, "Releasor", expressly acknowledge and agree that the foregoing release, waiver, and indemnity agreement is intended to be broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force or effect. Further, that California law shall control and be binding regardless of the location of occurrence of any injury or damage. INITIALS _____

I, "Releasor", further agree to waive any rights and benefit I may have under 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 is known by him must have materially affected the settlement with the debtor." INITIALS _____

6. I, "Releasor", have read this release and waiver of liability and indemnity agreement carefully and completely and fully understand its contents. I am aware that this is a release of liability and a contract between myself including "Releasor" as defined above and "Releasees" as defined above, and I sign it of my own free will. I further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made, and I rely on none. INITIALS _____

Further, I "Releasor", fully understand that by signing this document I agree to release all claims, demands, and causes of actions, including court costs and attorney's fees directly arising from any action or other proceeding brought by, or prosecuted for, my benefit contrary to this release, and this extends to all claims of any kind and nature whatsoever whether known or unknown. INITIALS _____

7. I, "Releasor" understand that my signature on this document has the legal effect of limiting my rights. INITIALS _____

8. I, "Releasor", acknowledge that I have been strongly advised to wear protective head gear and footwear with a heel and it is my responsibility to do so at all times. I understand that the wearing of an ASTM certified riding helmet has been proven to decrease the risk of, or the severity of, head injury sustained by riding or working with horses. I am fully aware of the dangers and risks involved in failure or refusal to wear appropriate protective gear. If at any time during my participation in these activities, I fail or refuse to wear appropriate protective gear, I "Releasor", hereby assume all risk of injury or death to my person resulting there from, and fully release, indemnify, and hold harmless "Releasees" from any and all liability related to any injury, damage, loss, or cost resulting from my failure to wear appropriate protective gear.

Further, the "Releasee" strongly recommends that I wear an ASTM approved helmet during all activities. When I ride without a helmet, it is at my refusal to do so and therefore will not hold the "Releasee" responsible for any injury or ill effect due to the refusal to wear protective head gear. All minors under the age of eighteen are required to wear protective head gear. INITIALS _____

PLEASE PUT IN YOUR OWN HANDWRITING these exact words: "When I ride without a helmet, it is at my refusal to do so."

9. I, "Releasor", represent that the participant currently has no ailments, physical or mental conditions, or previously known physical or mental conditions, that would or could cause the participant to be adversely affected by participation in said instruction and training. INITIALS _____
10. If the rider is using his/her horse, the horse shall be free from contagious or transmissible disease or infection. The rider/participant "Releasor" fully assumes the risk of his/her horse participating, and fully releases from liability, and holds harmless. "Releasees" from any and all damage or injury to his horse resulting from or in any manner related to participation in any program or training given by "Releasees" or resulting from being on the premises where such training or program takes place, or from acts or omissions of any other participant or other horses on the premises. "Releasees" reserve the right to refuse participation to any person or horse. INITIALS _____

If participating with a school horse, "Releasor" fully assumes the risk of handling, riding, and participating with said horse, and releases, indemnifies and holds harmless "Releasees" from all liability for injury or damage related thereto.

11. I, "Releasor", also agree that should I bring any guests or minor children in my company on the premises of the "Releasees", they will be my sole responsibility

and under my constant supervision; and should any livestock and/or property of "Releasees" be damaged or destroyed as a result of actions myself, said guests, or minor children, it will be my sole responsibility to replace or repair said livestock and/or property. Further, I fully assume the risk of any injury to my minor children on the premises and agree to release from liability, indemnify and hold harmless "Releasees" from any damages related thereto. INITIALS _____

12. It is the sole responsibility of the rider/participant to carry full and complete insurance on his/her horse, personal property, and him/herself.

INITIALS _____

I voluntarily sign my name and have initialed each of the foregoing paragraphs, for myself, or for my child, or minor for who I am legally responsible, evidencing my complete understanding and acceptance for all of the above.

Signature of Applicant

Date

Name of Applicant (Please Print)

Address

Telephone (home)

(work)

(cell)

e-mail address