

GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to the activities described on the front side of this form:

1. **Exercise of Care.** I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, the horse and equipment, other persons, and the property of others, so that no injuries or losses shall occur.
2. **Horse Control.** I also promise to exert every effort to control the horse which I may be riding or which I rented, as well as other horses in my presence so that no bodily injury or property damage is inflicted upon others.
3. **Head Gear.** I acknowledge that the Equestrian Center has advised me that while mounting, riding, dismounting and otherwise being around horses, I should wear a SEI certified ASTM standard F1163 Equestrian Helmet. I understand that the wearing of such head gear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the headgear has been obtained from the Equestrian Center, I acknowledge that it may not be of a perfect fit and that I will be solely responsible for securing the helmet at all times. If I am a student/boarder, I agree to wear such headgear at all times while riding or being around horses on Equestrian Center property.
4. **Natural Conditions.** I am aware that weather conditions, water, wild and domestic animals, insects, reptiles, or objects which may walk, run or fly near, or bite or sting a horse, and the existence of potential hazards in the natural terrain or man made objects may scare a horse, cause it to fall, or cause it to react in an unsafe and unpredictable manner. I hereby assume all risk of injury to myself or my property as a result of such actions by the horse regardless of the cause.
5. **Safety Precautions.** I agree to observe all necessary safety precautions while mounting, riding, dismounting or being around horses including, but not limited to, common sense and rules posted on the premises of Equestrian Center. Without limiting the foregoing, such precautions include not carrying loose items which may fall, blow away, flap in the wind, bounce or make sharp noises and making sure that saddle girths, which may loosen during a ride, are appropriately tightened at all times. I will obey all posted rules.
6. **Understanding of Risks.** I am aware that horseback riding, whether it be on the trail or in the arena, as well as all associated activities, constitutes a calculated risk to the participants and that such activities involve inherent risks and dangers, including serious injury or death. I have sufficient experience with horses to understand the unpredictability and potentially dangerous character of horses generally and I understand that the use, handling, or riding of a horse always involves a risk of bodily injury to anyone who handles or rides horses as well as the risk of damaging the property of others. I understand that any horse irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. I agree to assume the risk inherent in these activities.
7. **Release of Liability.** I release Equestrian Center and the Pebble Beach Company and their owners, agents, employees, successors or assigns, lessors and joint ventures from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding by me while taking horsemanship instruction, training horses, being escorted on trail rides, participating in group jumping or dressage lessons, while using Equestrian Center facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by Equestrian Center, or during the transportation of horses and/or students. I hereby expressly waive all claims that I may have against Equestrian Center and the Pebble Beach Company for each and all of the foregoing.
8. **Indemnity.** I promise to exert every effort to control the horse which I may be riding or which I may have rented, as well as any other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I hereby agree for myself, my heirs, personal representatives and assigns to indemnify and hold harmless Equestrian Center and the Pebble Beach Company and their owners, agents, employees, successors or assigns, lessors and joint ventures from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of Equestrian Center or its owners, agents, employees, successors or assigns and in any way related to any of the activities described in the preceding paragraph or contemplated under this Agreement.
9. **Continuation of Terms.** I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk (paragraph 6), release of liability (paragraph 7), and indemnity (paragraph 8) shall continue in full force and effect at all times during which I am engaged as a Rentee at the Equestrian Center, shall continue in full force and effect for the benefit of Equestrian Center and the Pebble Beach Company and their owners, agents, employees, successors or assigns, lessors and joint ventures at all times after the termination of the activities contemplated by this Agreement and shall be binding upon my heirs, personal representatives and the assigns of me or my estate.
10. **Disputes.** This Agreement shall be interpreted in accordance with the laws of the state and county where the Equestrian Center is located. Any dispute shall be litigated in the county in which Equestrian Center is located.