

# The Flying Heart Ranch

## EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I hereby enter into this agreement in consideration of my or my child's / ability and permission to ride OR use any Horse owned by The Flying Heart Ranch or Brook Binley and Christoph Diermann whose address is 17170 Del Mar Way, Penn Valley CA 95946

**Signature of Rider or Parent of Rider if Rider is under 18 years old:**

\_\_\_\_\_

### **IMPORTANT NOTICE**

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT The Flying Heart Ranch owned by Brook Binley and Christoph Diermann, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR The Flying Heart Ranch, and/or Brook Binley and/or Christoph Diermann.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- **Bites, kicks, abrasions or contusions from horses.**
- **Being thrown or bucked off by horses.**
- **Scratches or other injury from stalls or enclosures.**
- **Scratches or other injury from grooming tools and other equine equipment and tack.**
- **Allergic reactions to animals, hay, or other allergens.**
- **Tripping in holes or on materials or equipment.**

**(Initial)** \_\_\_\_\_

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- **Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.**

I hereby specifically forever waive and release The Flying Heart Ranch, and Brook Binley and Christoph Diermann and their principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of The Flying Heart Ranch, and/or Brook Binley and/or Christoph Dierman their principals and agents.

**(Initial)** \_\_\_\_\_

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at The Flying Heart Ranch there will not be a nurse on the premises and The Flying Heart Ranch, and Brook Binley and Christoph Diermann and their principals and agents bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless The Flying Heart Ranch, and Brook Binley and Christoph Diermann and their principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at The Flying Heart Ranch or any acts or omissions of The Flying Heart Ranch, and Brook Binley and Christoph Diermann and their principals or agents.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at The Flying Heart Ranch, without restriction, without liability to The Flying Heart Ranch, and Brook Binley and Christoph Diermann their principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

**CONTINUED ON PAGE 3**

**(Initial)** \_\_\_\_\_

When I am present at and participate in the activities of The Flying Heart Ranch, I do so at my own risk, and I hereby acknowledge and agree that The Flying Heart Ranch, and Brook Binley and Christoph Diermann and any of their principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at The Flying Heart Ranch. The undersigned hereby releases The Flying Heart Ranch, Brook Binley, Christoph Diermann and their heirs, and agrees to indemnify and hold harmless from expenses whatsoever that may result from injuries, loss or damage to persons, property, or horses and stock, suffered by any person as a result of the undersigned's activities on the property. The provisions of this agreement shall inure to the benefit of The Flying Heart Ranch, Brook Binley, and Christoph Diermann, their heirs, personal representatives and assigns, and shall be binding upon the heirs and personal representatives of the undersigned.

**Name of Rider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant's Signature or Parent's Signature if Rider is under 18:**

\_\_\_\_\_

**Riding Helmets**

Insurance certified riding helmets greatly reduce the risk of head injury to the rider. Helmets are recommended by The Flying Heart Ranch and are required for students under the age of 18. If you are 18 or older and do not wish to wear a safety helmet,

Sign here: \_\_\_\_\_

**Medical Release** (For riders under 18 years of age)

In case of injury, I give permission for \_\_\_\_\_ to be treated by a doctor or emergency response personnel.

**Parent's Signature**

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