

ALTA VISTA EQUESTRIAN CENTER

YOUTH HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Youth Hold Harmless and Indemnification Agreement is made between Alta Vista Equestrian Center, located at 1275 Calhoun Street, Hayward, CA 94544-4211 (“AVEC”), and

_____ (Parent name), of
_____ (street address),
_____ (city), _____ (state), _____ (zip) (“Parent”)
on behalf of _____ (Youth name), of
_____ (street address),
_____ (city), _____ (state), _____ (zip) (“Youth”)
as of _____, 20_____.

1. Parent Contact Information

Name: _____

Email: _____ Phone: (_____) _____

Cell: (_____) _____ Fax: (_____) _____

- Purpose of Agreement.** Parent wishes for Youth to visit AVEC and ride and handle one or more horses on the AVEC premises. In consideration for AVEC permitting Youth to visit AVEC, Parent agrees to release and indemnify AVEC and certain other parties from all claims as set forth in this agreement.
- Safe behavior around horses.** To help prevent injuries and/or death, parent agrees to ensure that youth follows carefully any instructions that may be given to youth and/or parent by AVEC regarding horse behavior and handling. Parent agrees to ensure that youth follows carefully all of AVEC’s barn rules.
- Safe riding attire.** Parent agrees to ensure that youth wears heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting AVEC and an astm certified safety helmet fastened securely under the chin while riding. If parent does not ensure that youth wears these items, parent assumes the increased risk of injury or death associated with failing to wear such protective attire. Parent agrees that AVEC has no duty to provide safety attire for youth.

5. PARENT’S ASSUMPTION OF RISKS, AGREEMENT TO HOLD AVEC HARMLESS, AND INDEMNIFICATION AGREEMENT

5.1. PARENT’S REPRESENTATIONS AND WARRANTIES. PARENT MAKES EACH OF THE FOLLOWING REPRESENTATIONS AND WARRANTIES ON BEHALF OF

PARENT, YOUTH, AND THEIR RESPECTIVE GUARDIANS, HEIRS, AND ASSIGNS (COLLECTIVELY, THE “YOUTH PARTIES”):

- 5.1.1. PARENT HAS THE REQUISITE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE YOUTH PARTIES AND ALL OTHER PERSON(S) WHO MAY HAVE CUSTODY RIGHTS OR AUTHORITY WITH RESPECT TO YOUTH.
 - 5.1.2. PARENT WILL EITHER BE PRESENT DURING YOUTH’S VISIT TO AVEC OR, IN PARENT’S ABSENCE, PARENT GRANTS AVEC AND ITS OWNERS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY, THE “AVEC PARTIES”) FULL AUTHORITY TO MAKE ALL DECISIONS ON BEHALF OF YOUTH AND PARENT, INCLUDING MEDICAL CARE, AND PARENT AGREES TO HOLD THE AVEC PARTIES HARMLESS FOR ANY INJURIES OR DEATH TO YOUTH THAT MAY RESULT FROM SUCH DECISIONS MADE BY THE AVEC PARTIES.
 - 5.1.3. YOUTH DOES NOT HAVE ANY PHYSICAL OR MENTAL CONDITIONS THAT MAY PREVENT YOUTH FROM SAFELY PARTICIPATING IN HORSE-RELATED ACTIVITIES.
- 5.2. RISK OF INJURY OR DEATH TO YOUTH AND/OR PARENT. PARENT UNDERSTANDS THAT HORSE-RELATED ACTIVITIES ARE INHERENTLY DANGEROUS AND THAT AVEC PREMISES MAY CONTAIN DEFECTS. PARENT UNDERSTANDS THAT HORSES ARE INHERENTLY UNPREDICTABLE ANIMALS AND EVEN THE MOST DOCILE HORSE MAY OCCASIONALLY ACT IN SUCH A WAY THAT MAY INJURE YOUTH, PARENT OR OTHERS. PARENT EXPRESSLY ASSUMES ALL RISKS OF YOUTH AND/OR PARENT ENGAGING IN HORSE-RELATED ACTIVITIES ON THE AVEC PREMISES, INCLUDING THE RISK THAT THE AVEC PARTIES MAY BE NEGLIGENT. ACCORDINGLY, PARENT AGREES ON BEHALF OF THE YOUTH PARTIES NOT TO SUE THE AVEC PARTIES OR OTHERWISE MAKE A CLAIM AGAINST SUCH PARTIES IN CONNECTION WITH ANY INJURY OR DEATH OCCURRING ON THE AVEC PREMISES.
- 5.3. TRAIL RIDING RISKS. PARENT UNDERSTANDS THAT RIDING HORSES OUTSIDE OF DESIGNATED RIDING AREAS (“TRAIL RIDING”) IS INHERENTLY DANGEROUS. PARENT UNDERSTANDS THAT AVEC DOES NOT INSPECT OR MAINTAIN ANY TRAILS OR PATHS, ON OR OFF OF THE AVEC PREMISES, AND AVEC MAKES NO WARRANTY WHATSOEVER REGARDING THE SAFETY OF PATHS AND TRAILS. PARENT UNDERSTANDS AND EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH TRAIL RIDING, INCLUDING THE RISK THAT THE AVEC PARTIES MAY BE NEGLIGENT AND AGREES ON BEHALF OF HIM- OR HERSELF AND YOUTH, NOT TO SUE THE AVEC PARTIES OR OTHERWISE MAKE A CLAIM AGAINST SUCH PARTIES IN CONNECTION WITH TRAIL RIDING.

- 5.4. WAIVER OF UNKNOWN CLAIMS. PARENT UNDERSTANDS THAT CALIFORNIA STATE LAWS OR REGULATIONS MAY CONTAIN PROVISIONS DESIGNED TO PREVENT PARENT FROM WAIVING CLAIMS THAT ARE UNKNOWN TO PARENT AT THE TIME PARENT AGREES TO A WAIVER OF CLAIMS. ON BEHALF OF THE YOUTH PARTIES, PARENT AGREES TO WAIVE ALL RIGHTS THAT YOUTH MIGHT OTHERWISE HAVE UNDER SUCH LAWS OR REGULATIONS.
- 5.5. PARENT'S INDEMNIFICATION AGREEMENT. PARENT AGREES TO DEFEND, INDEMNIFY AND HOLD THE AVEC PARTIES HARMLESS AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, INCLUDING COSTS AND ATTORNEYS' FEES, DIRECTLY OR INDIRECTLY ARISING FROM ANY ACTION OR OTHER PROCEEDINGS BROUGHT BY OR PROSECUTED FOR THE BENEFIT OF ANY OF THE YOUTH PARTIES OR BROUGHT BY OTHERS IN CONNECTION WITH HORSES OR ANY ACTION OR INACTION TAKEN BY YOUTH OR PARENT YOUTH AND PARENT'S GUESTS, FAMILY MEMBERS, AGENTS, EMPLOYEES, OR CONTRACTORS.
6. **Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
7. **Governing Law and Venue.** This agreement shall be governed by the laws of the state of California. The parties hereby agree that any legal action under the Agreement must be brought in Alameda County, California.
8. **Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this agreement, the prevailing party will be entitled to prompt payment of expenses from the other party or parties following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
9. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, and/or unenforceable provision as may be possible and be legal, valid, and enforceable.

I have had the opportunity to review the above Alta Vista Equestrian Center Youth Hold Harmless and Indemnification Agreement and I understand the terms therein. I agree to comply with them on behalf of myself, my child and/or ward, as well as on behalf of ALL other persons acting on my behalf. I acknowledge that any violation of the terms of the Agreement may result in the termination of any visitation rights to AVEC.

PARENT

By: _____

Printed Name: _____

On behalf of (Youth name) _____

Date: _____

