

HEIDI GAIAN
CLINIC, LESSON & TRAINING
RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (“Agreement”) is made between Heidi Gaian, Clinician & Trainer (hereinafter referred to as HG) AND _____
(Print Name)

of _____
(Street Address),
_____(City), _____ (State) _____ (Zip) (hereinafter “Rider”)

(and collectively referred to herein as “Parties”) as of _____, 20_____.

1. In consideration of the payment of a fee paid by each Rider, HG agrees to provide riding instruction to Rider. The frequency dates and times for said riding instruction will be mutually agreed upon by HG and Rider.

2. Express Assumption of the Risk of Death and/or Injury to Rider:

Rider expressly understands that horseback riding & instruction and related activities are inherently dangerous, including inherent risks which cannot be eliminated. Specific risks include, but are not limited to, minor injuries such as scratches, bruises and sprains, major injuries such as broken limbs, joint and back injuries, loss of sight, heart attacks, & concussions and catastrophic injuries including paralysis and death. Rider has read this Agreement and the sections regarding assumption of risk and knows, understands and appreciates these and other risks inherent in horse related activities of any type. Rider hereby asserts that Rider’s participation in this activity is completely voluntary and Rider expressly assumes all such risks, all risk of injury of any kind, including death, caused by horseback riding, the riding instruction given by HG, including but not limited to any misjudgment by HG and all related actions and activities.

3. Express Assumption of the Risk of Death or Injury to Horse:

Rider understands and expressly assumes the risk that HG is not liable for any sickness, disease, injury or death which might be suffered by Rider’s horse(s) due to the training or instruction of said horse(s). This includes, but is not limited to, any injury, illness or disability Rider’s horse(s) might receive while being trained, instructed or in a clinic with HG or under the custody and control of HG, including HG riding Rider’s horse. Rider fully understands that HG does not insure horses in training or in her clinics, and that said horses are not covered under any public liability, accidental, injury, theft, or equine mortality insurance. Rider understands that all risks applicable to Rider’s horse being trained instructed and/or in a clinic with HG are borne by Rider.

4. Release of Liability:

Rider acknowledges that he/she has carefully read this Agreement and Rider understands that it is a RELEASE OF LIABILITY. Rider also acknowledges that Rider is waiving any and all rights that Rider, Rider’s heirs, guardians, assigns, agents and family members may have to bring a lawsuit in which a claim of any kind could be asserted against HG for damages caused by negligence of HG, including but not limited to any misjudgment of HG.

5. Indemnification, Hold Harmless and Waiver of Unknown Claims:

Rider agrees that s/he will defend, indemnify and hold harmless HG 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, Rider’s benefit or for the benefit of Rider’s heirs, guardians and assigns or brought by others, against HG in connection with riding instruction, or in any action or inaction taken by Rider, Rider’s guests, family members, agents, employees or contractors. This defense, indemnification and hold harmless extends to all claims of every kind and nature whatsoever whether known or unknown, including any claim for misjudgment of HG, and Client expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Rider understands that this provision is designed to prevent Rider from waiving unknown claims that existed at the time of this waiver, and Rider expressly agrees to waive all rights that Rider might have under this section or any related sections.

6. Changes to Agreement:

The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties to this Agreement.

7. Assignment or Transfer:

This Agreement is non-assignable and non-transferable.

8. Severability:

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity nor enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

9. Entire Agreement:

This Agreement constitutes an integration of the entire understanding and Agreement of the Parties with respect to the subject matter herein. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated 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 representation, warranty, 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.

10. Binding Arbitration:

The Parties mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by 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 San Benito County, California.

11. Governing Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Any dispute concerning this Agreement or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of the County of San Benito, State of California.

12. Attorney's Fees, Costs and Expenses:

In any legal action brought in connection with this Agreement, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

RIDER does hereby acknowledge that s/he has read the foregoing paragraphs and its Attachments, and knows and understands the contents thereof, and agrees to be bound by the terms of this Agreement.

RIDER'S NAME: _____ Date: _____
Print Name

SIGNATURE _____

HEIDI GAIAN

By: HEIDI GAIAN, CLINICIAN & TRAINER Date: _____

SIGNATURE _____

2 Rider's Initials _____

MINORS

IF RIDER IS A MINOR, AND TAKES CLINICS/LESSONS WITH HG, THE AGREEMENT ABOVE MUST BE SIGNED BY MINOR'S PARENT(S) &/OR LEGAL GUARDIAN(S). FURTHER, PARENTS &/OR LEGAL GUARDIANS MUST READ AND SIGN THIS ADDITIONAL SECTION AS SET FORTH BELOW:

I, _____
Print Name

the undersigned parent or legal guardian of

Print Name of Minor Child

state that I have read the above Lesson/Clinic Agreement and I expressly agree that the terms and conditions of said Agreement shall apply to, and are binding upon, me as parent and/or guardian of said minor child, to my minor child and to all other parents &/or guardians of said minor child.

I warrant that I have the requisite authority, including the authority to act on behalf of all other parents and/or legal guardians, to enter into this Agreement on behalf of the minor child named above and that said minor does not have any physical or mental conditions that would prevent this minor from engaging in horseback riding and its attendant activities. I agree that I will require the above mentioned minor to wear appropriate attire while training with, or taking clinics/lessons from, HG which includes shoes that fully cover the feet, and while riding a horse, an ASTM certified safety helmet and long pants. I further warrant that I have, and will maintain, current health and accident insurance policies covering said minor.

I acknowledge that I have read the foregoing paragraphs of this entire Agreement and know and understand the contents thereof and agree to be bound by them for both myself, all other parents &/or legal guardians and the minor child listed herein.

1. NAME _____
Print Name of Parent or Legal Guardian

DATE _____

SIGNATURE _____

2. NAME _____
Print Name of Parent or Legal Guardian

DATE _____

SIGNATURE _____