

**RICK BAER TRAINING STABLES, LLC.**



Located at:  
Huntington Central Park Equestrian Center  
18381 Goldenwest Street,  
Huntington Beach, California 92648  
(714) 842-3011  
rickbaertrainingstables@yahoo.com

**RIDER INFORMATION FORM**

Date \_\_\_\_\_

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

Rider Age (If under 18 Years): \_\_\_\_\_ Rider DOB (if under 18 yrs): \_\_\_\_\_

Parent Name (if under 18 years): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact Name & Phone #: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Email Address (print clearly): \_\_\_\_\_

Approximate Height: \_\_\_\_\_ Weight (lbs.) \_\_\_ <100 \_\_\_ 100-150 \_\_\_ 150-200 \_\_\_ >200

Horseback Riding Experience \_\_\_\_\_ Less than 10 hrs \_\_\_\_\_ More than 10 hrs

How did you hear about RBTS? \_\_\_\_\_

Headgear/Helmet Policy: All Participants under 18 years MUST wear a helmet approved for equestrian riding while mounted on a horse. Participants 18 years or older must CHOOSE to wear or not to wear a helmet by **initialing** the appropriate space below:

I choose to wear a helmet: \_\_\_\_\_ I choose NOT to wear a helmet: \_\_\_\_\_

Rider Signature (if 18 yrs or over): \_\_\_\_\_

Parent or Guardian Signature (if under 18 yrs): \_\_\_\_\_

Date: \_\_\_\_\_ Relationship (if Parent or Guardian) \_\_\_\_\_

# RICK BAER TRAINING STABLES, LLC

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

**\*\*\*READ BEFORE SIGNING\*\*\***

Participant Name (Print) \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called the **Program**), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. **These risks include but are not limited to:** Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever. (Participants/Riders under the age of 18 years old must wear safety helmets)
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Program.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RICK BAER TRAINING STABLES, LLC**, it's officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the Program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_  
Participant's Signature Age Date

### FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X \_\_\_\_\_  
Parent/Guardian Signature Date Emergency Phone Number(s)

**EQUINE RIDING and/or DRIVING and/or TRAINING INSTRUCTION AGREEMENT  
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

**Rick Baer Training Stables  
18381 Goldenwest Street  
Huntington Beach, CA 92648**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

**A. REGISTRATION OF STUDENT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes.

STUDENT NAME (Please Print Name)	AGE (If under 18)	WEIGHT Over 200#	HORSE HANDLING/RIDING EXPERIENCE (Check one that applies)
1. _____	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS

6 Does this student have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive and/or train a horse? YES NO (Circle one)

7. If you circled "YES", how can we help this student with his/her special needs?

8. **MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

My medical insurance company is \_\_\_\_\_ My policy number is \_\_\_\_\_  I do not carry medical insurance

**B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive riding and/or driving and/or training instruction or guidance from its associates and/or when I ride and/or drive and/or train and/or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

**C. INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter, and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3-1/2 to 5-1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

**D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon THIS STABLE'S premises.

**E. SADDLE GIRTHS / NATURAL LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

**F. PROTECTIVE HEADGEAR / HELMET WARNING** I / WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving, training, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

**G. LIABILITY RELEASE** I/WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

**All Students and Parents or Legal Guardians must sign below after reading and completing this entire document.**

**SIGNER STATEMENT OF AWARENESS**

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF STUDENT _____	(Spouses must sign for themselves.)	DATE _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____	DATE _____	SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2 _____ DATE _____
Address in Full _____	Home Phone # _____	Bus. Phone # _____
PERSON TO CONTACT IN CASE OF EMERGENCY _____	RELATIONSHIP TO STUDENT _____ ( )	PHONE NUMBER _____

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**MEDICAL CONSENT FORM**

Rider/Participant Name: \_\_\_\_\_

Rider DOB (If under 18 Years): \_\_\_\_\_

**CONSENT TO EXAMINATION AND/OR TREATMENT**

The undersigned participant, or parent/guardian of the participant, if a minor, do hereby consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said participant under the general or specific instruction of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage the staff of Rick Baer Training Stables and/or Huntington Central Park Equestrian Center, hospital staff and such physician to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned participant, or parent/guardian of the participant, shall pay all fees for doctors, hospitals, ambulances and other medical charges reasonable and necessarily incurred.

Participant Signature (18 yrs and older): \_\_\_\_\_

Parent/Guardian Signature (if under 18 years): \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_