

THE DRESSAGE ACADEMY, INC.
EQUESTRIAN RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY. THIS IS A FULL RELEASE OF ALL CLAIMS AND WAIVER OF IMPORTANT LEGAL RIGHTS.

THIS AGREEMENT is entered into by and between THE DRESSAGE ACADEMY, INC., (hereinafter “TDA”) and the person(s) identified on the signature page (hereinafter the “Undersigned”) and is effective upon said signature.

The Undersigned, in consideration of participating in a TDA equestrian clinic, on behalf of themselves, their guests, personal representatives, employees, contractors, heirs, successors, spouses, children, and assigns, hereby agrees to the following:

1. **Horseback Riding is a Dangerous Activity.** TDA is in the business of equestrian dressage training, teaching, clinics, and online equestrian education services for the public. TDA is owned and operated by Germán Schneider and Amelia Newcomb, and this Agreement also applies to them individually. The Undersigned acknowledges the inherent risk in riding, working around horses, and attending equestrian clinics with their horse or being around other horses, all of which are dangerous activities that involve risk of serious personal injury, and in some cases, death. The Undersigned acknowledges the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, and the inherent dangers of participating in dressage clinics, schooling, and training of horses. The Undersigned further acknowledges the risks and dangers of being on or around horses, and their reaction to adverse weather, tractors, noise, and/or farm equipment that may cause horses to spook or react in dangerous ways. The Undersigned also acknowledges the risk and danger of injury or death in the use of the horse(s) saddles, bridles, equipment, and gear or participating in lessons or clinics. The Undersigned on behalf of him/herself and all others associated with him/her, knowingly and intelligently assumes the risk and danger associated with horses, their activities, and attending any clinics or teaching sessions put on by TDA and declares that he/she has the background and experience to intelligently accept responsibility for these risks.

2. **Release, Discharge, and Promise Not to Sue.** In consideration of participating in TDA’s equestrian clinics, the Undersigned releases, discharges, and promises not to sue TDA, Germán Schneider, Amelia Newcomb, or any of their managers, owners, officers, employees, agents, subcontractors, and assigns from any and all loss, liability, claim, damages, or costs, of any nature or kind, including attorney fees, arising out of or in any way related to any loss, damage, injury, including death, to person(s), property, horse(s), family member(s), or guest(s), which results, in any way, from any activity that occurred while attending, participating, or being around a clinic that was conducted by TDA, regardless of cause including, but not limited to, riding, using, training, caring, schooling, exercising, or competing on a horse, or being around the horses of others, or in any way connected with the use of the horse, any equipment provided therewith, or participating in the TDA clinic. This is a full release of any and all claims, known and unknown.

3. **Indemnity and Hold Harmless.** The Undersigned agrees to indemnify, hold harmless, and defend TDA from any and all claims of any nature or kind which arise or might arise or that are in any way connected with the Undersigned, for any loss or damage, directly or indirectly related to the Undersigned's participation in the TDA clinic or the facility at which the clinic is being conducted. It is the intention of the parties hereto that the Undersigned will indemnify, hold harmless, and protect TDA from any claims brought by the Undersigned or anyone associated with them who brings any claim, lawsuit, or cause of action against TDA that arises, in whole or in part, from the alleged negligence of TDA, or as the result of the use of any of the facilities or participation in any clinics regardless of cause or where they are conducted. This indemnity shall include the obligation of the Undersigned to defend TDA against any and all claims, including reimbursing TDA for attorney fees, upon TDA's demand, for lawyers of their own selection to defend any claim or action brought against them.

4. **Representations.** The Undersigned acknowledges that the participation in the clinic, or use of the facilities at which the clinic is being conducted, is at their own risk. The Undersigned warrants that he or she is physically and mentally fit to participate in equestrian activities and gives consent to TDA for emergency medical treatment in the event of injury to the Undersigned or veterinary care for his/her animal(s).

5. **Authorization to Use Images and Testimonials.** By signing below, the Undersigned acknowledges the clinic may be filmed, photographed, or videotaped. The Undersigned authorizes TDA to record his/her image, picture, and/or voice in photographs, films, videos, and audio. The Undersigned authorizes TDA to edit, at their discretion, and incorporate said images, recordings, likeness, or voices into media form for TDA, including the unrestricted use for purposes of publicity, advertising, and sales promotion.

6. **General Provisions.** This is the entire agreement between the parties and may only be amended in writing, signed by all the parties. California law shall govern this Agreement, and venue shall be the Superior Court, County of Los Angeles, California. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to attorney fees and costs. This Agreement may be signed and transmitted by facsimile or electronic mail, and the signature(s) and initials shall be deemed for all purposes originals.

7. **Location.** The clinic that is subject to this Agreement takes place at the following location:

_____.

The Undersigned acknowledges he/she has read and understood this Agreement and has voluntarily executed it on the date written below.

DATED _____

Signature

Print Name _____

Address _____

Telephone _____ Email _____

EMERGENCY CONTACT:

Name/Relationship

Address _____

Telephone _____ Email _____

I AM THE PARENT/GUARDIAN OF THE ABOVE PERSON WHO IS UNDER THE AGE OF 18 AND I AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

DATE: _____ Signature _____

Telephone _____ Print Name _____

Address _____

Minor's Name _____ Minor's Date of Birth _____
