

## Christiane Noelting Dressage Center – Assumption of Risk and Waiver

For valuable consideration and to induce permission to participate in equestrian activities held at the Christiane Noelting Dressage Center, Inc (“CNDC”), 6954 Lewis Road, Vacaville, CA 95687, each of the undersigned agrees to the following terms and makes the following warranties: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of CNDC or Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers.

With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen while participating in equestrian activities at CNDC. **I am physically fit and know of no medical or health reason why I should not participate in this activity.**

I hereby RELEASE and agree to INDEMNIFY AND HOLD HARMLESS CNDC, its shareholders, officers, employees, agents, instructors, equipment manufacturers, lessors, and insurers (hereinafter collectively referred to as “Parties Released”), from and against any liability, demand, claim, or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of CNDC or other Parties Released. I further COVENANT NOT TO SUE or make any demand or claim against CNDC or other Parties Released, for or by reason of any such damage or personal injury from my participation in equestrian activities at CNDC. I will pay all fees, damages, and costs, including attorney fees, that CNDC or other Parties Released may incur in the enforcement of this agreement.

**A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from property.**

**I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.**

\_\_\_\_\_  
**Participant Full Name** Minor:  Yes  No **Signature** **Date:** \_\_\_\_\_

\_\_\_\_\_  
**Address, City, State, ZIP**

\_\_\_\_\_  
**Telephone Number** **E-mail**

\_\_\_\_\_  
**Horse Owner’s Full Name** **Horse Owner’s Signature**

\_\_\_\_\_  
**Trainer’s Full Name** **Trainer’s Signature**

### Guardian Representation:

If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in equestrian activities at CNDC, I make these representations and agree to the terms of this Assumption of Risk and Waiver on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to INDEMNIFY AND HOLD HARMLESS CNDC and the other Parties Released from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor arising from equestrian activities at CNDC. I will pay all fees, damages, and costs, including attorney fees, that or other Parties Released may incur in the enforcement of this agreement.

I am physically fit and know of no medical or health reason why I should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is severable and shall be interpreted and enforced under the laws of the State of California.

**I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.**

\_\_\_\_\_  
**Relationship to Minor** **Minor Date of Birth**

\_\_\_\_\_  
**Full Name of Parent / Guardian** **Parent / Guardian Signature** **Date:** \_\_\_\_\_

\_\_\_\_\_  
**Address, City, State, ZIP**

\_\_\_\_\_  
**Emergency Telephone Number** **Parent Guardian E-mail**