

Upper Columbia Academy

Release and Waiver of Liability

Understanding the risks: Working with or in the vicinity of horses have risks and hazards. I understand the unpredictable and potentially dangerous character of horses generally, and I understand that my horse, irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times possibly due to instincts or fright. The inherent risks include but are not limited to horses behaving in ways such as, running, bucking, kicking, striking, head throwing, biting, shying, stumbling, rearing, falling, or stepping on feet, that may result in an injury, harm, or death to persons on or around them. Some circumstances and conditions that may contribute to injury are but not limited to; the unpredictability of equines reactions to such things as sounds, sudden movement, unfamiliar objects, persons or other animals; environmental hazards, surface, subsurface conditions, collisions with other animals; limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others. **I acknowledge that horseback riding and all associated activities, including being and working on the premises of Upper Columbia Academy may involve inherent risks and dangers to myself and to others, including serious injury or death, as well as the risk of damaging the property of myself or others, and I hereby expressly assume all risks associated with participating in such activities.** _____
(Initials)

Medical Release: In case of an emergency I authorize Upper Columbia to secure and retain medical treatment and transportation, if needed including x-rays, anesthetic, medical, or surgical diagnosis or treatment and hospital service rendered under the general or specific instructions of and physical or hospital. **I understand that I am the only one responsible for any and all medical expenses that may occur** _____ (Initials)

Natural and Manmade Conditions: I understand that although Upper Columbia strives to maintain a safe environment, I am aware that natural and manmade conditions, including but not limited to weather, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or manmade objects and/or altered terrain may result in injury, damage, or loss of property and/or life of either myself or the horse I may be riding. I hereby assume all risk of injury or death to myself, my horse(s), or my property as a result of such hazards and/or the horse's actions in regard to the hazards regardless of the cause. _____(Initials)

Release of Liability: I release Upper Columbia Academy, the Upper Columbia Conference of Seventh-day Adventist, it's faculty, staff, employees, contract personnel, agents, and volunteers, successors or assigns, lessors, and joint ventures from any and all liability, claims, demands, actions and cause of action whatsoever arising out of any damages, both in law and in equity in any way resulting from personal injury, conscious suffering, death, or property damage sustain by me or by others either on or off campus, whether caused by the negligence or wrongful conduct of Upper Columbia Academy, or other released parties, during the transportation of horses and/or myself and/or others, while riding my own horses on the premises or associated property of Upper Columbia Academy, or while doing anything on the premises of Upper Columbia Academy. I hereby expressly waive all claims that I may have against Upper Columbia Academy for each and all of the foregoing. _____
(Initials)

Indemnity: I hereby agree for myself, my heirs, personal representatives, and assigns to defend, indemnify and hold harmless Upper Columbia Academy, the Upper Columbia Conference of Seventh-day Adventist, it's faculty, staff, employees, contract personnel, agents, and volunteers, successors or assigns, lessors, and joint ventures from any and all losses, claims, demands, action, r proceedings of any kind, including court costs and attorney's fees which may be initiated against any of the foregoing of any person and arising out of any action or inaction on my part or on the part of Upper Columbia Academy, the Upper Columbia Conference of Seventh-day Adventist, it's faculty, staff, employees, contract personnel, agents, and volunteers, successors or assigns, lessors, and joint

ventures and in any way related to any of the activities, whether caused by the negligence or other conduct of Hidden Hills or other released parties, described in the preceding paragraphs or contemplated under this agreement. _____ (Initials)

Continuation of Terms: I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk, release of liability, and indemnity shall continue in full force and effect at all times during which I am engaged as a student, Lessee, boarder, event participant, Guest, or any other capacity on the premises of Upper Columbia Academy and after the termination of these activities. Furthermore, in the event that any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. _____ (Initials)

Disputes: Any dispute shall be litigated in and this Agreement shall be interpreted in accordance with the laws of the state and county where Upper Columbia is located. _____ (Initials)

Physical Fitness and Exercise of Care: I understand that a reasonable level of physical fitness and a weight limit of 240 lbs. is required to ride horses used by Upper Columbia Academy, and I am within these criteria. I also promise to be watchful and alert for potential dangers to myself, the horse, equipment, other persons, and the property of others, and to exert every effort to control the horse which I may be handling or riding in safe and responsible way, whether it be my own or not, as well as other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I agree to pay for any expenses, losses or damages incurred by Upper Columbia Academy caused by me beyond normal wear and tear. _____ (Initials)

Safety Helmets: I have been advised that I should wear an ASTM/SEI certified equestrian helmet while riding and related activities. I understand that wearing such a helmet may prevent or reduce the severity of some of the wearer's potential head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the helmet has been obtained from Upper Columbia Academy I acknowledge that it may not be a perfect fit and that I will be solely responsible for securing the helmet at all times. **I agree to wear a certified riding helmet at all times while riding on Upper Columbia property or if I am riding a horse used by Upper Columbia Academy in their riding program.** _____ (Initials)

Riding Program Rules: I agree to observe all necessary safety precautions while on the premises of Upper Columbia Academy including but limited to the posted Farm Rules. _____ (Initials)

This Agreement is binding not just for today but for all visits or riding lessons/activities in the future.

Students Name: _____ Birth Date _____

Signature of Student or Parent/Legal Guardian if student is under 18

_____ Date: _____