

# Sullivan Canyon Preservation Association



## AGREEMENT AND RELEASE FROM LIABILITY

**Signer (Adult / Registered Account Owners):**

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**Address:**

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**Email**

**Phone:**

**Minor Participants (if any):**

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Enter name and date of birth for each.

The undersigned ("**Signer**") voluntarily agrees to participate, and/or allow the minor participant(s) listed above ("**Participants**"), to participate in horseback riding, handling, training, and related equine activities (collectively, the "**Equine Activities**") at the premises commonly known as the **Sullivan Canyon Preservation Association** located at 1640 Old Oak Road (the "**Site**").

As consideration for being permitted to use the Site, the Signer agrees to this **Agreement and Release from Liability** ("**Agreement**") on the following terms.

### ACKNOWLEDGMENT

**I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL. I SIGN THIS AGREEMENT VOLUNTARILY.**

Adult Signature: \_\_\_\_\_

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

Adult Signature: \_\_\_\_\_

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

# Sullivan Canyon Preservation Association

## GENERAL TERMS

**1. ASSUMPTION OF RISK – CONSOLIDATED.** The Signer understands and acknowledges that Equine Activities and use of the Site involve **inherent risks** that cannot be eliminated, even with the exercise of reasonable care. These risks include, but are not limited to:

- The natural propensity of horses to behave in ways that may result in injury or death, including but not limited to bucking, rearing, biting, kicking, bolting, stumbling, falling, or spooking,
- The unpredictability of a horse's reaction to sounds, sudden movements, unfamiliar persons, animals, equipment, vehicles, or wildlife,
- The actions or omissions of other participants, riders, spectators, or third parties,
- Rider inexperience, loss of balance, improper handling, or misuse of tack or equipment,
- Uneven, slippery, rocky, or otherwise hazardous terrain and footing,
- Outdoor environmental conditions, including weather, natural features, and limited lighting,
- Limited or delayed availability of emergency medical care or emergency response services.

**THESE RISKS MAY RESULT IN SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE.**

The Signer knowingly and voluntarily assumes **all inherent risks** associated with Equine Activities and use of the Site, whether known or unknown, foreseeable or unforeseeable, **to the fullest extent permitted under California law**, on behalf of the Signer and any Participant.

**2. PERSONAL PROPERTY.** The Signer understands and agrees that the Released Parties are not responsible for the loss, theft, or damage of any personal property, including but not limited to horses, tack, equipment, vehicles, or personal belongings brought onto the Site. All such property is brought onto the Site **at the Signer's sole risk**.

**3. RULES OF CONDUCT AND COMPLIANCE.** The Signer agrees to comply with all posted rules, warnings, and instructions, and with all directions given by representatives, staff, volunteers, or agents of the Released Parties while on the Site or participating in Equine Activities.

**4. PROTECTIVE EQUIPMENT AND ATTIRE.** The Signer acknowledges responsibility for wearing appropriate protective equipment and attire, including but not limited to properly fitted riding helmets meeting applicable safety standards, appropriate footwear, and suitable riding apparel, and understands that failure to do so increases the risk of injury.

**5. INSURANCE.** The Signer understands and agrees that the Released Parties **do not provide insurance coverage** for the Signer or any Participant. The Signer is solely responsible for obtaining any health, accident, liability, or other insurance coverage deemed appropriate.

**6. CALIFORNIA EQUINE ACTIVITY LIABILITY ACT NOTICE.**

**WARNING:** Under California law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to **California Food and Agricultural Code Sections 3080–3082**.

**7. RELEASE AND WAIVER OF LIABILITY.** To the fullest extent permitted by California law, the Signer, on behalf of themselves and any Participant, **releases and forever discharges Sullivan Canyon Preservation Association ("SCPA"), Mountains and Recreation Conservation**

## Sullivan Canyon Preservation Association

**Authority ("MRCA")** and their respective officers, directors, members, employees, volunteers, agents, insurers, successors, and assigns (collectively, the **"Released Parties"**) from any and all claims, demands, causes of action, damages, or liabilities arising out of or related to Equine Activities or use of the Site, **EXCEPT** claims resulting from the **gross negligence or willful misconduct** of a Released Party.

**8. COVENANT NOT TO SUE AND ATTORNEYS' FEES.** The Signer agrees not to bring or maintain any legal action against the Released Parties for claims covered by this Agreement. In any action arising out of enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

**9. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER.** The Signer expressly waives **California Civil Code Section 1542**, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known must have materially affected the settlement."

**10. INDEMNIFICATION.** To the fullest extent permitted by California law, the Signer agrees to **indemnify, defend, and hold harmless** the Released Parties from any claims, damages, or expenses (including reasonable attorneys' fees) arising out of the Signer's or Participant's use of the Site or participation in Equine Activities, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

**11. EMERGENCY MEDICAL AUTHORIZATION.** In the event of a medical emergency in which the Signer is unable to consent, the Signer authorizes the Released Parties to obtain emergency medical or surgical treatment for the Signer or any Participant, at the Signer's sole expense.

**12. ARBITRATION AND WAIVER OF JURY TRIAL.** Any dispute arising out of or relating to this Agreement, except claims for injunctive or equitable relief, shall be resolved by **binding arbitration in the State of California**, administered by the American Arbitration Association.

**THE SIGNER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY** in any action or proceeding arising out of or relating to this Agreement or the Equine Activities.

**13. MINORS.** The Signer represents and warrants that the Signer is the parent or legal guardian of any minor Participant and has full legal authority to execute this Agreement on the minor's behalf.

**14. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the **laws of the State of California**.

**15. SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Version: March 2026