



# Morning Star Vaulters Release Form

## Release, Waiver & Indemnity Agreement

Phone (415) 246-4377 Carolyn Conner / Eric Garcia Coaches

(a separate Morning Star Farm Rider release form must be filled out in addition to this one before you may begin vaulting lessons)

Vaulter's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Age \_\_\_\_\_ Birth Date \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Cell \_\_\_\_\_

Name(s) of Parents or Guardians if Minor: \_\_\_\_\_

Contact Email Address(s) \_\_\_\_\_

Mother's Cell Phone: \_\_\_\_\_ Father's Cell phone: \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Medical Insurance Carrier & Number (required) \_\_\_\_\_

Does this vaulter/rider have physical and or mental health conditions, problems or disabilities which may affect his/her ability to ride a horse?  
**YES NO** (Circle one) if "yes" describe here: \_\_\_\_\_

**THIS CLUB** prohibits pregnant women from vaulting/riding / handling horses. To the best of my knowledge I am not pregnant \_\_\_\_\_ (init.)

### PARTICIPANT AGREEMENT, VOLUNTARY RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.**

In consideration of being permitted upon any premises upon which Morning Star Vaulters conduct their practices, Morning Star Farm (MSF), the home of Carolyn Conner, or any other designated practice or demo location herein defined as being any corral, paddock, arena, stall, field, tack area or living room with vaulting barrels for the purpose of vaulting, riding, training, engaging in equestrian activities or otherwise, THE UNDERSIGNED for him/herself, his/her personal representatives, guardians, heirs and next of kin agrees to and understands:

**ACTIVITY RISK CLASSIFICATION** - I UNDERSTAND THAT: I enter the premises and RIDE/VAULT AT MY OWN RISK. Horseback riding/Vaulting are classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITIES, and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Related injuries **can be** severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

**NATURE OF VAULTING HORSES** - I UNDERSTAND THAT: Morning Star Vaulters chooses its vaulting horses for their calm dispositions and sound basic training as is required for use as riding/vaulting horses for novice and beginner riders/vaulters, and THIS CLUB follows a safety program. Yet, **no horse is a completely safe horse**. 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; Changing directions or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting, or Running from danger, Stumbling, Tripping or Falling.

**RIDER/VAULTER RESPONSIBILITY** - I UNDERSTAND THAT: Upon mounting and taking up the reins the rider is in primary control of the horse. For Vaulting, the longer has control and the vaulter should not interfere with nor give commands to the horse. The rider's/vaulter's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider/vaulter shall be responsible for his/her own safety. I UNDERSTAND THAT Riders/vaulters must not make sharp, loud noises, such as screaming, popping balloons, setting off fireworks or moving quickly or unpredictably, which may scare the horse.

**SIGNATURES REQUIRED on REVERSE SIDE**

**CONDITIONS OF NATURE** - I UNDERSTAND THAT: **Morning Star Vaulters is NOT** responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to trip or fall, or react in some other unsafe way. **SOME EXAMPLES ARE** Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run or fly near or bite or sting a horse or person; and irregular footing in any arena or out-of-door on groomed or wild land, which is subject to constant change in conditions according to weather, temperature, and natural and man-made changes in landscape.

**MANMADE CONDITIONS** - I UNDERSTAND THAT **Morning Star Vaulters is NOT** responsible for manmade conditions that may scare a horse or cause it to trip or fall or react in some other unsafe way. **SOME EXAMPLES ARE:** loose paper or plastic, cars, trucks, tractors, semi-trucks, leaf blowers, weed eaters, chain saws, mowers, repair and maintenance work, drones, baby carriages, umbrellas, loose horses, running children etc. which can happen or be used on ranch property by workers, employees, owners, boarders, visitors, volunteers and by surrounding neighbors.

**HORSE EQUIPMENT / TACK** - I UNDERSTAND THAT: Saddles, surcingles, girths, stirrups and bridles may loosen, shift, slip, break or get hung up, which may cause injury or death to the rider.

**ACCIDENT / MAJOR MEDICAL INSURANCE** - I AGREE THAT: Should emergency medical treatment be required, I and / or my own accident/ major medical insurance company SHALL PAY for ALL such expenses. My current accident / major medical insurance company and number are listed on this release form. Should I change insurance carriers, will update the information by filling out a new release form.

**PROTECTIVE HEADGEAR AND APPARREL** I AGREE THAT: I have been advised to wear protective footwear while I am grooming or tacking up the horses AND wear a helmet while riding (being in control of the horse as opposed to vaulting on a horse being lunged). It is understood that CLUB - PROVIDED protective headgear may not be a perfect fit for the rider's head, and that once provided I / WE will be responsible for securing the helmet on the rider's head at all times. While vaulting, I have been advised that for safety I should wear vaulting slippers/light soled shoes, tight fitting stretchy clothing with no buttons, zippers or strings, have my hair tied back and remove all jewelry.

**Helmet Waiver for Vaulting-** Vaulting, a gymnastic sport, generally does not employ the use of head gear for safety and balance reasons. Helmets or head gear may become entangled in vaulting equipment, impair balance and/or cause injury to you or other vaulters. You may opt to wear a helmet, but then will be limited to vaulting solo and only performing certain exercises. I have been offered the use of a safety helmet but decline to use one while vaulting.

Participant/Vaulter signature \_\_\_\_\_

Parent/Legal Guardian signature \_\_\_\_\_

**WAIVES ANY RIGHTS** he or she may have under California Civil Code section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to be existing in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

**EXPRESSLY AGREES** - that the foregoing RELEASE, WAIVER & INDEMNITY AGREEMENT is intended to be as broad and inclusive as possible under the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance, notwithstanding, continue in full force and effect.

**EXPRESSLY ACKNOWLEDGES AND AGREES** - that the foregoing RELEASE, WAIVER & INDEMNITY AGREEMENT, once signed, shall be in force and effect each time he / she enters upon the premises designated for vaulting practice whether it be Morning Star Farm, Novato Horsemen's arena or the home of Carolyn Conner or any other location designated for vaulting practice or demonstrations. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and further agrees that no oral representations, statements or inducements apart from the foregoing written Agreement have been made. No person is authorized to change or alter the terms of this agreement.

I HEREBY RELEASE MORNING STAR VAULTERS, MORNING STAR FARM, THE CITY OF NOVATO, VICKY & KEVIN BYARS, MANAGERS, CAROLYN CONNER, ERIC GARCIA, TRAINERS, INSTRUCTORS, EMPLOYEES AND VOLUNTEERS OF AND FROM ALL CLAIMS WHICH MAY HEREAFTER DEVELOP OR ACCRUE TO ME ON ACCOUNT OF, OR BY REASON OF, ANY INJURY, LOSS OR DAMAGE, WHICH MAY BE SUFFERED BY ME OR TO ANY PROPERTY, BECAUSE OF ANY SUCH MATTER, THING OR CONDITION, NEGLIGENCE OR DEFAULT WHATSOEVER, AND I HEREBY ASSUME AND ACCEPT THE FULL RISK AND DANGER OF ANY HURT, INJURY OR DAMAGE WHICH MAY OCCUR THROUGH OR BY REASON OF ANY MATTER, THING OR CONDITION, NEGLIGENCE OR DEFAULT, OR ANY PERSON OR PERSONS WHATSOEVER.'

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

PARENT OR GUARDIAN MUST READ AND COMPLETE THIS SECTION WHEN MINOR CHILD (under age 18) IS INVOLVED.

I, the undersigned, hereby represent that I am the parent or legal guardian of \_\_\_\_\_, a minor child. I recognize that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is made for the benefit of said minor child who is a third-party beneficiary thereto and shall receive the immediate possession or control of personal property as a result of thereof. I hereby agree to hold harmless and indemnify Morning Star Vaulters, Carolyn Conner, the City of Novato and the Releases described above from and against any loss, damage, claim, cause of action or cost (including but not limited to attorneys' fees) arising from, or related to, said minor child's presence on the premises or lands of MSF /Vicky & Kevin Byars, Carolyn Conner or Eric Garcia including, without limitation, personal injury, death, damage to animals and or personal property. I also hereby agree that the provisions of this Agreement shall survive any purported disaffirmance of the provisions of this Agreement by said minor child and that any purported disaffirmance of this Agreement is within the scope of said indemnification and or hold harmless provisions.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_