

Equestrian Indemnification

Dear Camper Families:

Due to the nature of equestrian activities, we ask that you read the information below and sign the form available on the website indicating an understanding of the below information and whether you accept the inherent risks of this program area and will allow your camper to participate.

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK.

In consideration of the services of Camp Augusta, their agents, owners, officer, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Camp Augusta, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I am aware that there are inherent dangers, hazards and risks (“Risks”) associated with “Equine Activities” and injuries resulting from these “Risks” are a common occurrence. Injuries may include physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I am aware that the “Risks” of “Equine Activities” mean those dangerous conditions which are integral parts of “Equine Activities”, including but not limited to the following and cannot be eliminated without jeopardizing the essential qualities of the activity.

- (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite, step on, or kick other animals, people or objects.
- (b) A horse, regardless of its training and usual past behavior, may act unpredictably at times to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals based upon instinct or fright which may cause you to be thrown from your horse or injured by your horse.
- (c) Camp Augusta hosts many clinics involving various equipment and sounds. These clinics take place at the same time as the “Equine Activities” and the paths of two clinics may cross. While efforts are taken by the staff to prevent situations that may startle the horses or cause them to act out of fear, some interactions occur due to the nature of the camp environment and property and are unavoidable.
- (d) Horses may do such things as bite, kick, buck, lie down, or stumble.
- (e) Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Broken equipment may be repaired by staff to the best of their ability and to a level they feel is safe for use.
- (f) Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall.
- (g) Riding a horse requires the participant to balance on the saddle. Participants may lose their balance, which can result in falling from the horse to the ground or onto another object at a distance of often four to six feet.
- (h) Camp Augusta guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

Camp Augusta requires all campers and staff to wear helmets designed for equestrian activities and closed toed shoes when riding a horse. Boots are also available in limited sizes and amounts. Even with these precautions, there is a risk for injuries, including death, related to “Equine Activities”.

Equestrian staff assign levels to campers to assist them in signing up for appropriate clinic activities. These levels are not an indicator of ability or recommendation for participating in “Equine Activities” outside of camp not supervised by professional equestrian staff.

I expressly agree and promise to accept and assume all of the risks (including those which may have been missed in this document) existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Camp Augusta from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Camp Augusta’s equipment or facilities, including any such claims which allege negligent acts or omissions of Camp Augusta Should Camp Augusta or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participation, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit against Camp Augusta, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Camp Augusta on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

In consideration of the above named camper being permitted by Camp Augusta to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Camp Augusta from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.