



# LOS PADRES OUTFITTERS, LLC

HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTERS SERVICE LIABILITY  
RELEASE, AND ASSUMPTION OF RISK AGREEMENT (FOR INDIVIDUALS)

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

1. I \_\_\_\_\_ (Please Print Riders Name Clearly) hereby acknowledge that I have voluntarily applied to participate in an activity of horseback riding with Los Padres Outfitters, LLC, and with the wrangler/guide.

**By initialing the statements below, you agree to the following: YOU MUST FILL OUT 1-18 IN ORDER TO BEGIN YOUR RIDE**

2. \_\_\_\_\_ **Initial** I understand that the activity of horseback riding involves numerous risks of injury that are my responsibility and I assume these risks including the loss of control, collisions, obstacles, whether they are obvious or not obvious. This includes allergic reactions to the horses, horse dander, and any allergens on any persons who may have been around horses. I agree to not hold Los Padres Outfitters, LLC responsible for my allergic reaction. I and/or my family further understand that an animal irrespective of its training and usual past behavior and characteristics may act or react unpredictably at times based upon instinct or fright which is an inherent risk to be assumed by each participating in the riding activity.

3. \_\_\_\_\_ **Initial** I understand that I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild animals, stumps, forest growth, debris, rocks and cliffs and other obstacles whether they are obvious or not obvious, man made or natural.

4. \_\_\_\_\_ **Initial** I understand that animals are unpredictable and that the risk of injury is inherent to the activity. I agree to assume the risk of injury or death caused by horseback riding.

5. \_\_\_\_\_ **Initial** As lawful consideration is being permitted by Los Padres Outfitters to participate in the activity of horseback riding, I do hereby agree to the following: to release from any legal liability, Not to sue, claim against, attach the property of or prosecute, and to defend, indemnify and hold harmless Los Padres Outfitters and any of it's wranglers, and the United States Forestry Service, County Parks Dept. and Montecito Trail Foundation as well as any state or city government agency or private landowner whose land any activity may be conducted on and all of their officers, members, affiliated organizations, agents, and employees for any injury or death caused by or resulting from my participation in the activity of horseback riding, whether or not such injury or death was caused by their negligence or from any other cause.

6. \_\_\_\_\_ **Initial** I understand that Los Padres Outfitters offers protective headgear/helmets. I have the choice whether or not to wear protective headgear/helmet. If I choose to not wear headgear/helmets, I assume all responsibility for injury resulting from no helmet and hold harmless Los Padres Outfitters, LLC, or the Wrangler, for such injury. I understand that all riders under the age of 18 are required by law to wear a helmet.

7. \_\_\_\_\_ **Initial** This contract shall be legally binding upon my heirs, my estate, assignees, legal guardians and my personal representative. I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this contract on behalf of myself and/or my family of my own free will. I

8. \_\_\_\_\_ **Initial** Photo Release - I agree to allow Los Padres Outfitters to use photos of my person for future social media and/or marketing purposes.

**ALL RIDERS MUST FILL OUT THE INFORMATION BELOW. PLEASE DO NOT LEAVE ANYTHING BLANK**

9. Please Print Your Name: \_\_\_\_\_ 10. I am a  Beginning  Intermediate  Experienced

Rider

11. Signature: \_\_\_\_\_ 12. Date: \_\_\_\_\_

13. Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ 14. Email: \_\_\_\_\_

15. Emergency Contact: \_\_\_\_\_ 16. Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

17. IF UNDER 18- Parent/ Guardian's Name: \_\_\_\_\_ 18. Parent/ Guardian Signature: \_\_\_\_\_

How did you find out about us: Returning guest/ Google/ Instagram/ Facebook/ Brochure/ Friend / Other: \_\_\_\_\_

If you are staying in a hotel, please provide the hotel name where you are staying: \_\_\_\_\_

**For discounts, updates and to be tagged**  Instagram \_\_\_\_\_  facebook \_\_\_\_\_

For LPO Use Only: Wrangler Initials that the above is signed, filled in and initialed: \_\_\_\_\_

## RIDER ACKNOWLEDGMENT AND RELEASE (COVID-19)

Los Padres Outfitters, LLC and the ownership, Independent Contractors, Wranglers and representatives of each, have adopted the following guidelines and conditions of passage for customers utilizing our services in response to Covid-19.

In light of the recent coronavirus (Covid-19) situation, including governmental agency responses, we have implemented new precautionary practices for our trips. This document outlines certain risks to ensure our passengers understand and accept the risks of Covid-19 (or other illness) exposure and the impact of our mitigation efforts before engaging in this activity. Each rider, as a condition of participating in a scheduled trip must review and agree to the following.(Initials)

\_\_\_\_\_ I REPRESENT that in the last 21 days I have not been diagnosed with and have had no symptoms of active Covid-19 viral infection, or been around anyone who has had Covid-19. (You may initial this clause if you were diagnosed or tested positive for Covid-19 more than 21 days ago and have been free of symptoms for the last 21 days.) According to the Center for Disease Control and Prevention (“CDC”) the following may appear as symptoms of infection within 2 – 14 days after exposure to the virus: -Fever - Cough - Shortness of Breath - Difficulty Breathing - Chills - Repeated shaking with chills - Muscle Pain - Headache - Sore Throat - Loss of taste

\_\_\_\_\_ I ACKNOWLEDGE that the Covid-19 virus can have a long latency period between exposure and the onset of symptoms and that persons without symptoms can carry and spread the virus. Thus, persons can be infected and contagious without knowing they are. I agree and accept the risks that other persons or the Wranglers may assist people while unknowingly infected and contagious for Covid-19.

\_\_\_\_\_ I ACKNOWLEDGE that the Los Padres Outfitters, LLC owners and wranglers are not medical professionals, do not provide medical advice and are limited in the health information they can request or obtain from their personnel and customers.

\_\_\_\_\_ I ACKNOWLEDGE that while underway I am expected to follow current CDC mitigation guidelines for virus containment and abatement. Given the physical accommodations of the trailhead, it is not generally feasible to maintain constant 6-feet of separation from other guests or wranglers, ie: when mounting and dismounting the horse/ mule. Wranglers will encourage and I agree reasonably to conform to enhanced sanitization and social distancing measures.

\_\_\_\_\_ I ACKNOWLEDGE that Los Padres Outfitters, LLC will rely on me and other guests to be socially responsible in our behavior toward fellow guests and the wranglers. I agree to comply with instructions while underway and acknowledge that the Wranglers reserve the right to remove, revoke privileges, or ban from future trips any guest habitually disregarding these measures or defying directives.

\_\_\_\_\_ I ACKNOWLEDGE that the wrangler in their judgment may pursue various responses if a guest develops symptoms of Covid-19 (or other potentially contagious illness), including isolation or removal of symptomatic guests, physical separation of other guests or early termination and return to the trailhead. The owners/ manager will review whether to issue any discretionary full or partial refund in the event of a disruption of the ride, and I acknowledge and agree that I have no right to a refund in such circumstances, except as issued in the unilateral discretion of Los Padres Outfitters, LLC.

By initialing above, I have agreed to and consented to each of the foregoing clauses and the terms and conditions contained within them. I accept the inherent risks and, as a condition of riding, for myself and my heirs and assigns, I waive, relinquish and release Los Padres Outfitters and their wranglers, and other persons acting for or on their behalf (collectively, “RELEASED PARTIES”) from and against all claims, liabilities and damages arising from, related to or connected with my participation in this ride, including without limitation exposure to Covid-19 or other infectious disease, any inaccuracy in the representations or promises of other guests, and any impact of the implementation of the policies, procedures and practices adopted by RELEASED PARTIES in response to Covid-19. This waiver and release applies to all acts, conduct, omissions, and failures to act by RELEASED PARTIES whether sounding in contract or tort, and whether based on claims of negligence, gross negligence, or recklessness, and includes a waiver of entitlement to seek exemplary or punitive damages for any alleged intentional injury.

Print Name CLEARLY: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Name(s) of Minors: \_\_\_\_\_