



BREEZE MILL FARM, LLC

Mindy McLean

20454 Fortuna Del Sur, Escondido, CA 92029

760-410-2146

Brezemillfarm.com

brezemillfarm@gmail.com

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (and your child or dependent) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE AND FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF MINDY McLEAN, BREEZE MILL FARM LLC, AND ITS OWNER(S), EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASEES").

Parent or Guardian:

(Printed Name)

Child(ren) or Dependent(s):

(Printed Name)

(Printed Name)

(Printed Name)

Address:

Telephone:

Email:

The undersigned parent or guardian, in consideration for allowing him or her (or his or her minor child or dependent) to handle and ride a horse, and on behalf of himself or herself, his or her minor child or dependent, personal representatives, heirs, next-of-kin, spouse, and assigns, HEREBY:

1. ACKNOWLEDGE AND ACCEPT THE RISK THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES OBVIOUS AND NON-OBVIOUS RISKS THAT MY RESULT IN INJURY OR DEATH.
2. Acknowledge the unpredictable nature and irrational behavior of horses regardless of the extent of their training and past performance.
3. Acknowledge that a horse may, without warning or any apparent cause, without limitation, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person, push or shove a person, all of which may result in injury to or death of a person.
4. Voluntarily assume all of the risk and danger of injury or death, both known and unknown, inherent in the handling or riding of horses, and use of saddles, bridles, and all other equipment and gear provided by the Releasees, regardless of whether the risks and dangers are created or increased by the negligence of the Releasees.
5. Release, discharge, and promise not to sue the Releasees for any loss, damage, injury, death, or cost arising out of riding or handling a horse, or use of saddles, bridles and equipment or gear provided by Releasees.

6. Release the Releasees from any claim that the Releasees were negligent in connection with riding any horse provided by the Releasees, including but not limited to, training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders which results in loss, damage, injury or death.
7. Indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost Releasees may incur arising out of or in any way connected with the handling or riding a horse and use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by the negligence of the undersigned or the undersigned's minor child or dependent.
8. Expressly agree that the foregoing releases, assumption of risk and indemnity agreement is governed by the laws of the State of California and is intended to be as broad and inclusive as it is permitted by California law, and that in the event 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.
9. Acknowledge that this Agreement is a binding legal document and agree that the undersigned will pay all attorney's fees and costs incurred by Releasees in the event any legal action is undertaken against Releasees for any injury or damage of this Agreement.
10. Acknowledge that Releasees have advised that all horse riders provide and wear their own protective headgear, and that wearing such headgear while riding a horse or being in the proximity of horses may reduce or prevent injury or death.

THE UNDERSIGNED, ON BEHALF OF HIMSELF OR HERSELF, AND ON BEHALF OF HIS OR HER MINOR CHILD(REN) OR DEPENDENT(S) ACKNOWLEDGES AND AGREE THAT (1) HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THIS AGREEMENT; AND (2) HE OR SHE WILL NOT UNDERTAKE ANY LEGAL ACTION OR OTHERWISE SEEK ANY DAMAGES AGAINST RELEASEES FOR ANY CLAIMS ARISING FROM OR RELATED TO HORSEBACK RIDING OR BEING IN THE PROXIMITY OF HORSES.

This agreement is effective as of the date written below and will remain in full force and effect for all future dates.

Dated: _____
(Signature) _____ (Printed Name) _____