

COPPER CREEK RANCH

GUEST RIDER / PARTICIPANT

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

1. PARTICIPANT INFORMATION

Participant Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____ Email: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Date of Birth: _____

☐ Adult Participant (18 or older) ☐ Minor Participant (under 18)

2. ACKNOWLEDGMENT OF EQUINE RISKS

I understand and acknowledge that horses are large, powerful, unpredictable animals and that horseback riding, handling horses, grooming, leading, mounting, dismounting, training, observing equine activities, and being present at an equestrian facility involve inherent and unavoidable risks of serious bodily injury, death, and property damage.

These risks include, but are not limited to:

- Horses biting, kicking, striking, bucking, rearing, bolting, running, stumbling, falling, stepping on persons, or behaving unpredictably;
- Falling or being thrown from a horse;
- Collisions with horses, riders, people, fences, gates, buildings, vehicles, trailers, equipment, trees, or other objects;
- Acts or reactions of horses caused by sounds, sudden movements, vehicles, machinery, dogs, wildlife, weather, other horses, or unfamiliar objects;
- Uneven, slippery, muddy, dusty, rocky, wet, or otherwise hazardous footing or terrain;
- Equipment, tack, saddle, bridle, or other equipment failure;
- Acts or conduct of other riders, boarders, guests, spectators, trainers, employees, or third parties;
- Interaction with livestock, dogs, wildlife, vehicles, tractors, trailers, machinery, and agricultural equipment; and
- Other risks ordinarily associated with horses, horseback riding, ranches, arenas, stables, and equestrian activities.

I understand that even a well-trained horse may act unpredictably and that injuries may occur despite reasonable precautions.

3. VOLUNTARY ASSUMPTION OF RISK

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PRESENCE AT COPPER CREEK RANCH AND MY PARTICIPATION IN HORSEBACK RIDING, HORSE HANDLING, AND OTHER EQUINE OR RELATED ACTIVITIES.

I voluntarily choose to participate with knowledge of these risks.

4. RELEASE AND WAIVER OF LIABILITY

For purposes of this Agreement, the "Released Parties" include Copper Creek Ranch; Alain Jeschien; Danielle Jeschien; the owners of the real property upon which Copper Creek Ranch operates; and their respective officers, directors, shareholders, members, employees, managers, agents, representatives, contractors, volunteers, successors, assigns, insurers, and affiliated persons or entities.

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I, FOR MYSELF AND MY HEIRS, ESTATE, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, LOSSES, COSTS AND

EXPENSES ARISING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM MY PRESENCE AT COPPER CREEK RANCH OR MY PARTICIPATION IN EQUINE OR RELATED ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

This release is intended to be as broad as legally permitted under California law.

Nothing in this Agreement is intended to release liability that cannot lawfully be released under California law, including liability for gross negligence, fraud, willful misconduct, or other liability California law prohibits from being released in advance.

5. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by California law, I agree to indemnify and hold harmless the Released Parties from claims, damages, liabilities, costs, and reasonable attorneys' fees arising from my conduct, my violation of Facility rules, or injury or property damage caused by a horse or other animal under my control while I am at Copper Creek Ranch.

6. FACILITY AND PROPERTY RISKS

I understand that Copper Creek Ranch is an equestrian and agricultural property and may contain inherent hazards including, but not limited to, uneven ground, holes, rocks, dirt roads, mud, dust, manure, irrigation systems, fencing, gates, stalls, corrals, arenas, tractors, vehicles, horse trailers, farm equipment, livestock, wildlife, trees, and other natural or artificial conditions.

I voluntarily assume the ordinary risks associated with entering and using the property.

7. HELMETS AND SAFETY EQUIPMENT

Copper Creek Ranch strongly recommends the use of a properly fitted ASTM/SEI-approved equestrian helmet while mounted and during activities where helmet use is appropriate.

I understand that horseback riding can result in serious head injury and that a helmet may reduce the risk or severity of certain injuries.

I am responsible for using appropriate safety equipment and for determining whether I have sufficient experience and ability to participate in the intended equine activity.

8. FACILITY RULES

I agree to comply with all Copper Creek Ranch Arena & Site Rules and instructions from Facility management.

I understand that Copper Creek Ranch may immediately stop or prohibit any activity it reasonably determines to be unsafe.

I understand that failure to comply with Facility rules may result in my being required to leave the property.

9. NO 24-HOUR SUPERVISION

I understand that Copper Creek Ranch does not provide twenty-four (24) hour supervision of horses, riders, participants, guests, vehicles, trailers, tack, or other personal property.

10. MEDICAL EMERGENCY AUTHORIZATION

If I am injured or experience a medical emergency and am unable to make medical decisions for myself, I authorize Copper Creek Ranch or another person present to contact emergency medical services on my behalf.

I understand that Copper Creek Ranch does not assume financial responsibility for ambulance, hospital, physician, emergency, or other medical expenses.

I am responsible for my own medical expenses arising from my participation or presence at the Facility.

11. CALIFORNIA LAW AND SEVERABILITY

This Agreement shall be governed by California law.

If any portion of this Agreement is determined to be invalid or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall remain in effect.

ADULT PARTICIPANT SIGNATURE

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE. I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

MINOR PARTICIPANT — PARENT / LEGAL GUARDIAN CONSENT AND AGREEMENT

Minor's Full Name: _____

Minor's Date of Birth: _____

I am the parent or legal guardian of the minor identified above.

I have read and understand this Guest Rider / Participant Assumption of Risk, Release of Liability, Waiver and Indemnification Agreement.

I give permission for the minor to enter Copper Creek Ranch and participate in horseback riding, horse handling, and other equine activities.

I understand and acknowledge the inherent risks of equine activities described in this Agreement.

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I AGREE, FOR MYSELF AND IN MY CAPACITY AS THE MINOR'S PARENT OR LEGAL GUARDIAN, TO THE ASSUMPTION OF RISK, RELEASE, WAIVER, INDEMNIFICATION, AND OTHER TERMS OF THIS AGREEMENT.

I understand that the enforceability of any release or waiver concerning claims belonging independently to a minor is governed by California law, and nothing in this Agreement is intended to waive rights that cannot legally be waived.

I accept financial responsibility for medical expenses and other costs incurred on behalf of the minor arising from the minor's participation at Copper Creek Ranch to the extent permitted by law.

PARENT / LEGAL GUARDIAN

Parent/Guardian Printed Name: _____

Relationship to Minor: _____

Parent/Guardian Phone: _____

Parent/Guardian Signature: _____

Date: _____

MINOR PARTICIPANT ACKNOWLEDGMENT

I understand that horses can be dangerous and unpredictable. I agree to follow Copper Creek Ranch rules and the instructions of responsible adults and Facility management.

Minor Printed Name: _____

Minor Signature: _____

Date: _____

EMERGENCY CONTACT FOR MINOR

Name: _____

Relationship: _____

Primary Phone: _____

Alternate Phone: _____