SIMPLICITY EQUESTRIAN FARMS (SEF)

KEELEY MIRCETIC 11820 TOPA VISTA ROAD SANTA PAULA, CA 93060 (805)34-2128 (805) 218-3196 keeleymircetic@gmail.com

<u>VISITOR (NON-RIDING) RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT</u>

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THE AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS'S OWNERS, EMPLOYEES AND AGENTS ("THE RELEASES") (and my minor child_____) (Hereinafter "the undersigned") reside at (Street address) In (city) ______ (State and Zip) _____ Phone # _____ I understand that this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement only allows me (or my child) to be on the Oakwood Ranch premises as a visitor and does not allow me (or my child) to approach a corral, touch, feed or ride any horse, pony, mule or livestock on the SEF premises and on behalf of myself, my child, or our personal representatives, heir, next-ofkin, spouses and assigns, THE UNDERSIGNED HEREBY: 1. ACKNOWLEDGE THAT BEING IN CLOSE PROXIMITY TO A HORSE, PONY, MULE, OR ANY LIVESTOCK IS INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable behavior of horses, ponies, mules, and livestock, regardless of their training or past performance and understand that I (or my child) may not approach a corral, touch, feed, or interact with horse, pony, mule, or livestock on the SEF premises. 2. Acknowledge that this document is a contract and agree that if a lawsuit is files against SEF, its owners, agents or employees, for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by SEF, its owners or employees in defending such action. I have read this document. I understand it is a promise not to sue and to release and indemnify SEF, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me (or my child) to temporarily be on or pass over the SEF premises even though we do not have a horse, pony, mule, or livestock on the property. I understand that this activity on the SEF property as explained in this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement. PRINT NAME: _____ SIGNATURE: ____ DATE: PHONE NUMBER: If you are also signing this for your child/children, please list their names and ages below: **AGE:** ____ NAME: _____

AGE:

AGE:

NAME: