

Six Bar Ranch 3729 Catlett Rd. Pleasant Grove, CA 95668

(916) 656-3020

RELEASE AND HOLD HARMLESS AGREEMENT

The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including, but not limited to bodily injury and physical harm to the horse, rider and spectators. The Undersigned acknowledges that horse-related activities are dangerous and that horses themselves have unpredictable temperaments which can sometimes cause injury. The Undersigned acknowledges that even the most experienced horse stable operator or horse owner cannot predict how each individual horse will react in a variety of situations and cannot guarantee the safety of the Undersigned.

THEREFORE, THE UNDERSIGNED KNOWINGLY ASSUMES THE UNAVOIDABLE RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO BODILY INJURY AND PHYSICAL HARM TO THE HORSE, RIDER(S) AND SPECTATOR(S), AND AGREE TO THE FOLLOWING ON BEHALF OF HIM OR HER SELVES, AND THE UNDERSIGNED'S SPOUSE, IF ANY, AND ANY CHILDREN UNDER THE AGE OF 18, WHO ARE TAKING PART IN ANY HORSE-RELATED ACTIVITY.

- 1. THE UNDERSIGNED HEREBY RELEASES AND DISCHARGES DANIEL PRUDEN, PHYLISS PRUDEN, EMMA SAVAGE AKA SIX BAR RANCH, AND THEIR AGENTS, EMPLOYEES, OR REPRESENTATIVES (HEREINAFTER CALLED "Six Bar Ranch") FROM ALL ACTS ,CLAIMS OR DEMANDS HE/SHE MAY NOW OR HEREAFTER HAVE FROM INJURY, DEATH OR ANY OTHER DAMAGE RESULTING FROM THE UNDERSIGNED'S PARTICIPATION IN ANY HORSE-RELATED ACTIVITIES ON THE PREMISES LOCATED AT 3729 Catlett Rd. Pleasant Grove, CA 95668, OR FROM THE UNDERSIGNED RIDING THE HORSE(S) KNOWN AS ,AT ANY LOCATION.
- 2. The Undersigned EXPRESSLY WAIVES any rights he/she may have under <u>California Civil</u> <u>Code</u>, Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- 3. The Undersigned further agrees that he/she will defend, indemnify and hold harmless Six Bar Ranch against all claims, demands, and causes of action, including court costs and actual attorney's fees, arising from any proceeding or litigation brought against Six Bar Ranch due to any act done by the Undersigned, or brought my the Undersigned, or for the benefit of the Undersigned.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CAREFULLY AND COMPLETELY, AND FULLY UNDERSTAND ITS

CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND I SIGN IT KNOWINGLY AND OF THE UNDERSIGNED'S FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENT OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, AND THAT THE

DATED: ______ Print Name of rider over 18 or Guardian / Parent Signature of rider over 18 or Guardian/Parent Print Name of Child under 18 Address:

Phone No: _____