

Triple Crown Equestrian Center, Inc.

VOLUNTARY RELEASE AND INDEMNITY AGREEMENT

- Voluntary Participation. I, (Participant's name, and Parent/Guardian's name, if applicable) _____, acknowledge that I have voluntarily applied to participate in LIVESTOCK EVENT which shall also include from time to time, handling, grooming, boarding, ice therapy chamber and other activities offered by Triple Crown Equestrian Center, Inc.
- Assumption of Risk. **I UNDERSTAND THAT LIVESTOCK ARE UNPREDICTABLE AND DANGEROUS, AND THAT THERE IS INHERENT DANGER TO ME, MY LIVESTOCK, AND MY EQUIPMENT INVOLVED IN THAT ACTIVITY. I HAVE INSPECTED THE AREA WHERE THE LIVESTOCKBACK RIDING AND BOARDING WILL BE CONDUCTED. I AM ALSO AWARE OF THE RISK OF PLACING MY LIVESTOCK INTO THE ICE WATER THERAPY CHAMBER (IF APPLICABLE) AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH THE KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGES, INJURY, OR DEATH, AND VERIFY THIS STATEMENT WITH MY INITIALS BELOW.**
(Participant, Parent, or Legal Guardian's initials) _____
- No Representations or Warranties. I acknowledge that Triple Crown Equestrian Center, Inc., nor any of their affiliates, employees, principals, or agents has made, or is making, any representations, warranties, or guarantees with respect to any training provided to me. I thereby waive all remedies, warranties, guaranties, or liabilities, express or implied, with respect to any training provided to me, arising by law or otherwise.
- Release, Discharge, and Covenant Not to Sue. As consideration for being permitted by Triple Crown Equestrian Center, Inc., to participate in these activities, I, on behalf of myself and my heirs, executors, administrators, and assigns, hereby release Triple Crown Equestrian Center, Inc., their affiliates, employees, principals and agents, and any owners or provider of facilities at which or with which such training is conducted (all referred to as "releasees") from any and all actions, claims, demands, and liability now or at any time hereafter arising out of my participation in LIVESTOCKback riding or training and/or an LIVESTOCKback related activity, including the use of equestrian equipment. I hereby agree that I, my heirs, executors, administrators, and assigns, will not make a claim against, sue, or attach the property of any of the releasees for any injury, death, damages, or property damage (including any injury to my LIVESTOCK) resulting from or arising out of any acts or omissions of releasees, including without limitation any negligence, of releasees.
- Indemnity Agreement. I further agree that I will defend, indemnify, and hold harmless Triple Crown Equestrian Center, Inc., and their respective affiliates, employees, principals, and agents, against all actions, claims, demands, and liabilities (including court costs and attorney's fees) related to any injury, death, damages, or property damage resulting from or arising out of my participation in LIVESTOCKback riding and/or training.

(Participant, Parent, or Legal Guardian's initials) _____

I HAVE CAREFULLY READ THIS VOLUNTARY RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I ASSUME ALL RISKS RELATED TO MY PARTICIPATION IN THE LIVESTOCKBACK RIDING AND TRAINING. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Executed in California, on _____, 20__

Name: _____

Address: _____

Email: _____

Phone: _____

(Signature of Participant, Parent or Legal Guardian)

PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENT OR LEGAL GUARDIAN:

I, _____, am the parent or legal guardian of _____. I confirm that I have read the foregoing Voluntary Release and Indemnity Agreement and understand its contents. I understand that it is a release of all claims. I assume all risks related to my child's participation in the LIVESTOCK EVENT. I expressly agree that the terms and conditions of the Voluntary Release and Indemnity Agreement shall apply to and be binding upon me and my child in all respects insofar as it pertains to his or her participation and to any injury, death, damages, or property damage my child or his or her LIVESTOCK may sustain or cause as a result of such participation. I hereby authorize Triple Crown Equestrian Center, Inc., and their employees, principals, and agents to initiate emergency first aid treatment for my child in the event of an accident. I also hereby authorize any and all necessary emergency medical treatment by professional medical personnel in such event. I warrant that I have health an accident insurance covering my child.

Executed in California, on _____, 20__

(Signature of Parent or Legal Guardian)