



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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND if applicable, 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 NOT LIMITED TO, THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF Equestrians Excellence LLC ALSO DBA Equine Empowerment Foundation at Rocking R Ranch located at 2797 E Pleasant Valley Rd, Oxnard and/or their AGENTS, EMPLOYEES, GUIDES, VOLUNTEERS, OFFICERS, DIRECTORS, TRUSTEES, AND/OR REPRESENTATIVES (hereinafter the "Released Parties").

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS EQUESTRIAN ACTIVITY. RELEASED PARTIES DO NOT GUARANTEE THE SAFETY OF INDIVIDUALS, FAMILY MEMBERS, FRIENDS OR THE HORSES INVOLVED IN THIS EQUESTRIAN ACTIVITY on the PROPERTY OWNED BY PATTI & BUDDY ROSEMUND, hereinafter "the facility".

I, _____ (and my minor child _____) (hereinafter the "Undersigned") reside at (Street Address) _____, in (City) _____, (State, Zip) _____.

In consideration for allowing Undersigned (or Undersigned's minor child) to handle and/or ride a horse and/or be in close proximity to a horse and on behalf of Undersigned, Undersigned's child and/or Undersigned's personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. ACKNOWLEDGES that horseback riding is classified as "RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY", and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (Nat. Ele. Injury Surveillance Sys. of US Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Horse related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. Undersigned may be participating in a wilderness experience while riding on any local trail systems. The meaning of this term is "The pursuit of an adventure type activity in a wild, rugged, and uncultivated area or region, including, but not limited to forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of different types, including but not limited to mammals, reptiles, and insects, which may be savage and unpredictable in nature and wandering at will. Undersigned further acknowledges that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

Undersigned acknowledges that horseback riding, the handling of a horse, or being in close proximity to a horse is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death because no horse is a completely SAFE horse.

2. **MEDIA CONSENT:** Upon entering the ranch in Oxnard the participants hereby consents to and authorizes Equestrians Excellence LLC to capture and use video/audio recordings and photographic images of Student and Student's performances and quoted statements in print, electronic, or online media, for educational and promotional purposes only, without any compensation to Parent or student, unless I submit a request to remove the media consent in writing by emailing Equestriansexcellence@gmail.com within 20 days from signing this agreement.
3. **VOLUNTARILY ASSUMES** the risk and danger of injury or death inherent in the participation of equestrian activities, including but not limited to, handling or riding of a horse. Undersigned further assumes the risk and danger associated with being in close proximity to a horse or on the premises of the Facility. Undersigned further assumes the risk associated with the failure to wear a protective helmet when riding or handling a horse, and the risk associated with the use of saddles, bridles, equipment and gear provided to Undersigned by any of the Released Parties.
4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Released Parties for any loss, damage, injury (including death) or cost to Undersigned or Undersigned's child arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the Facility or due to the failure to wear a protective helmet when riding or handling a horse, and/or use of saddles, bridles, equipment and gear provided by any of the Release Parties. Undersigned further agrees to release Released Parties from any claim that such Released Parties were negligent in connection with Undersigned or Undersigned's child's equestrian activities including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Released Parties or being on the premises of the Facility, which resulted in loss, damage, injury or death.
5. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Released Parties from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either Undersigned's or Undersigned's child's participation in equestrian activities, including but not limited to, handling or riding a horse or being in close proximity to a horse or on the premises of the Released Parties or due to the failure to wear a protective helmet when riding or handling a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by Undersigned or Undersigned's child's own negligence. agrees to hold Released Parties harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone or anything, and defend Released Parties from any and all such claims. In any action indemnified by Undersigned, the Released Parties shall have the right to choose their own legal counsel with all legal costs and expenses to be the responsibility of the Undersigned.
6. Agrees to abide by and follow any instructions given or rules established by the Released Parties for any and all equestrian activities and/or equestrian related activities, including but not limited to, therapeutic horseback riding for disabled children and adults.
7. Agrees that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "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." Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Released Parties from any and all liability for claims arising out of the matters set forth herein. The Undersigned understands the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.
8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, indemnity agreement and promise not to sue is governed by laws of the State of California and is intended

to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, 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. Acknowledges that this document is a contract and agree that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Released Parties in defending such an action.

10. It is advised that I the undersigned, and/or my child and all riders/handlers wear a protective ASTM/SEI approved riding helmet. _____

(initial here)

I, the Undersigned, have read this document. I, the Undersigned, understand it is a promise not to sue and to release and indemnify the Released Parties from any and all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition of the Released Parties allowing me, the Undersigned and/or my child to participate in equestrian activities, including but not limited to handling or riding a horse or being in close proximity to a horse. I, the Undersigned, have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of the equestrian activities experience and acknowledge that the same is valuable consideration for this Release and Waiver of liability.

Date: _____ Phone: _____ Email: _____

Rider's Name: _____ Signature: _____

Print Name: _____ Cell: _____

Emergency Contact: _____

**** Participants under the age of 18, must have a parent or legal guardian sign. ***