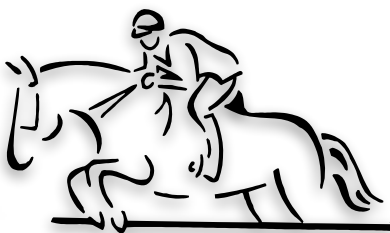


EQUESTRIANS



EXCELLENCE

VOLUNTARY RELEASE AND INDEMNITY AGREEMENT

1. **Voluntary Participation.** I, (*Student's name and/or the parent or legal guardian if student is under 18 yrs of age*) acknowledge that I have voluntarily applied to participate in horseback riding and training (which also shall include from time to time, handling, grooming, vaulting, jumping and other activities "horseback riding") offered by Cara Hayden, DBA Equestrians Excellence LLC (hereafter referred to as "EE"), on premises owned by Patti Rosemund AKA Rocking R Ranch (together, the "Landowner"), located at 2797 East Pleasant Valley Rd, Oxnard, California.

2. **Assumption of Risk.** I UNDERSTAND THAT HORSES AND PONIES ARE UNPREDICTABLE AND DANGEROUS, THAT HORSEBACK RIDING IS A HAZARDOUS ACTIVITY AND THAT THERE IS INHERENT DANGER TO ME, MY HORSE AND MY EQUIPMENT INVOLVED IN THAT ACTIVITY. I HAVE INSPECTED THE AREA WHERE THE HORSEBACK RIDING WILL BE CONDUCTED. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF DAMAGES, INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: (*Participant, or Participants Parent or guardian*)

3. **No Representations or Warranties.** I acknowledge that neither EE nor Landowner nor any of their affiliates, employees, principles, or agents has made, or is making, any representations, warranties or guaranties with respect to any training provided to me, and I hereby waive all remedies, warranties, guaranties or liabilities, expressed or implied, with respect to any training provided to me, arising by law or otherwise.

4. **Release, Discharge and Covenant Not to Sue.** As consideration for being permitted by EE to participate in these activities and to use the facilities of Landowner, I, on behalf of myself and my heirs, executors, administrators and assigns, hereby release EE, Landowner, their respective affiliates, employees, principles and agents, and any owner 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 horseback riding or training or my presence on the premises of Landowner. 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 horse) resulting from or arising out of any acts or omissions of releasees, including without limitation any negligence, of releasees.

5. **Indemnity Agreement** I further agree that I will defend, indemnify and hold harmless EE, Landowner and their respective affiliates, employees, principles 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 horseback riding and/or training or my presence on the premises of Landowner.

6. Barn Rules, Lesson Scheduling and Cancellation Policies. I have read and agree to abide by the EE Barn Rules. My permanent weekly lesson time is automatically booked and for which I will be responsible for paying for at the beginning of every month through automatic debit from my Credit card on file. or if I no longer want my permanent lesson time I must cancel at least 2 weeks in advance. There is no prorating, refunding or pausing the discounted monthly programs. If no notice is given, you will lose your monthly discounted program and charged full regular lesson fee (No Show/No Call). I verify this statement by placing my initials here. *(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 TRAINING. I HAVE EXECUTED THIS RELEASE VOLUNTARILY, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Executed at Ventura, California, on , 20

Name: Signature:

Address:

Phone: Cell:

PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENTS OR LEGAL GUARDIAN(S):

We, and , are the parents or legal Guardian(s) of . We confirm that we have read the foregoing Voluntary Release and Indemnity Agreement and understand its contents. We understand that it is a release of all claims. We assume all risks related to our child's participation in the horseback riding or training. We expressly agree that the terms and conditions of the Voluntary Release and Indemnity Agreement shall apply to and be binding upon us and our minor child in all respects insofar as it pertains to his or her participation and to any injury, death, damages or property damage our child or his or her horse may sustain or cause as a result of such participation. We hereby authorize EE and its employees, principles and agents to initiate emergency first aid treatment for our child in the event of an accident. We also hereby authorize any and all necessary emergency medical treatment by professional medical personnel in such event. We warrant that we have health and accident insurance covering our child.

Executed on , 20

Parents/Legal Guardian(s) signature:

Media Consent: (Name of Parent and/or Student) 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. Initial here to agree: