

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement (“Agreement”) is made this ___ day of _____, 2022 by _____ (“Participant”), in favor of Sandbar Sanctuary, Inc., and each of its affiliated companies, and all of their respective officers, directors, shareholders, trustees, agents, contractors, representatives, servants, employees, heirs, successors and assigns, including Cecilia Escobar and Juan Rafael Sandoval (collectively, “Proprietors”) with respect to the following:

Recitals:

A. Participant on his own behalf and on behalf of the members of his family, including Participant’s spouse, parents, children, heirs, successors and assigns (all of whom are referred to hereinafter collectively and singularly as “Participant”) hereby desires to grant Proprietors a full release and indemnification as consideration for the activities provided by Proprietors, including, but not limited to, the exercising, riding, playing, handling and hauling of horses (collectively, the “Equestrian Activities”).

B. Proprietors are willing to engage in the Equestrian Activities only if Participant is willing to indemnify and release Proprietors from any and all losses, claims, causes and suits, directly or indirectly arising therefrom as provided for herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, Participant hereby agrees as follows:

1. **Release.** Participant does hereby release, discharge, waive, relinquish and covenant not to sue Proprietors with respect to any and all actions or causes of action for bodily injury, property damage or death, loss or injury accruing to Participant or any animal or other Personal Property (as hereinafter defined) owned, possessed, controlled or used by Participant, arising either directly or indirectly out of Participant’s involvement in any of the Equestrian Activities, wherever or however the same may occur and for whatever period said activities or use may continue. Participant does hereby release, waive, discharge, relinquish and covenant not to sue with respect to any of the aforesaid actions or causes of action which may arise for the benefit, directly or indirectly, of Participant and agrees that under no circumstances shall Participant prosecute or present any claim for bodily injury, property damage or death against Proprietors arising from any claim of any kind or nature in connection with Participant’s involvement in any of the Equestrian Activities, whether the same shall arise in whole or in part from the negligence of Proprietors or any third party and whether such negligence is the sole or contributing cause of such loss or damage. Participant specifically waives California Civil Code Section 1542, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF

KNOWN, MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

2. **Indemnity.** Participant does hereby indemnify and hold harmless Proprietors from and against any and all claims, actions, demands, costs, liabilities, expense or judgments whatsoever, including attorneys' fees and costs, which might arise by, through or under Participant, and whenever made or presented for any loss or damage directly or indirectly, related to Participant's involvement in any of the Equestrian Activities. It is the intention of the parties hereto that Participant shall indemnify, defend and hold harmless Proprietors from the consequences of Proprietor's or any other party's negligence (including others who may be participating in the Equestrian Activities), who may have a claim or cause of action against Proprietors that arose by, through, or under Participant, whether the same arises, in whole or in part, from the negligence of Proprietors or any other party and whether such negligence is the sole or concurring cause of the bodily injury, property damage or death.

3. **Defense Against Claims.** Participant agrees to defend Proprietors against any claims brought or actions filed against Proprietors with respect to the indemnity provided for herein. Proprietors may retain attorneys of their own choosing to appear and defend a claim or action on behalf of Proprietors at the expense of Participant. Proprietors shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Proprietors. Participant shall upon demand pay to Proprietors all sums due to any parties by Proprietors as a result of any indemnified claim and all sums due to counsel so selected whether for invoices for services and expenses due for retainer sums requested by such counsel in advance of services.

4. **Representations.** Participant hereby agrees to abide by all of Proprietor's rules with respect to the Equestrian Activities. Participant hereby voluntarily executes this Agreement to induce Proprietors to permit his participation in the Equestrian Activities. Participant further acknowledges that involvement in the Equestrian Activities is at Participant's own risk and without any representations of any kind or character having been made to Participant by Proprietors.

5. **Medical.** Participant fully recognizes the risks of bodily injury and personal property damage inherent in participation in the Equestrian Activities and hereby represents to Proprietors that Participant has either consulted Participant's personal physician who has consented to Participant's participation in the Equestrian Activities or has elected to forego a physical examination, but hereby represents and warrants that Participant is physically capable of participating in the Equestrian Activities. Participant hereby gives consent to emergency medical or veterinary care, as the case may be, including, but not limited to, necessary transportation in order to obtain such treatment in the event of injury to Participant or Participant's animals, as Proprietors may deem appropriate. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical, veterinary treatment or transportation provided in the event of some emergency. Participant hereby assumes full responsibility for and risk of personal injury, property damage or death due to the negligence of any party herein released.

6. Participant's Personal Property. Participant understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animals, vehicles, trailers and any other personal property owned, contracted or used by Participant ("Personal Property") and used in connection with the Equestrian Activities shall remain the sole responsibility of Participant and that Proprietors have no duty to protect or secure the Personal Property from theft or damage or injury. All Personal Property should be insured by Participant, and Proprietors shall have no responsibility or obligation to insure Participant or any of his Personal Property. Participant further understands that the release and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses or the like arising from the theft damage or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.

7. Limitation on Liability. Participant agrees that in any event, Proprietors' liability to Participant with respect to any claims Participant may assert against Proprietors shall not exceed the total amount of sums paid by Participant to Proprietors in connection with the Equestrian Activities.

8. Miscellaneous. This Agreement contains the entire understanding between parties hereto concerning the subject matter contained herein. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular and the male gender shall include the female, all as the context and meaning of this Agreement shall require. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof which are not fully expressed herein. This Agreement shall be governed by and construed under the laws of the State of California.

IN WITNESS WHEREOF, Participant has executed this Agreement as of the date first written above.

Participant: _____

Signature: _____

Guardian (if under the age of 18): _____

EMERGENCY CONTACT INFORMATION

Emergency Contact Name: _____

Emergency Contact Phone #1: _____

Emergency Contact Phone #2: _____