



## **LIABILITY WAIVER AND RELEASE - SHADY MAPLES, LLC**

I, the undersigned, hereby acknowledge that I am apprised or am fully aware of all risks of personal injury and/or death as well as property damage and/or loss which may occur in connection with the use of the facilities of Shady Maples (“Stable”), including but not limited to the right to ride any horses. With full knowledge and the assumption of these risks and as a material consideration for the right to use the facilities of Stable (“Facilities”), I have agreed to use said Facilities upon my own volition and without coercion by any party.

I voluntarily and expressly assume all risks of personal injury and/or death as well as property damage and/or loss which may occur in connection with the use of said Facilities. Thus, I specifically agree with Stable, its owners and affiliates and the respective shareholders, principals, officers, employees and agents (and including the successors and assign of each of the foregoing) (“Released Party or Parties” herein) that I will not hold any of them responsible in any way. I hereby fully and completely release the Released Parties from any liability to me and my successors and/or heirs, from any and all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature, that I, my successors and/or heirs, if any, ever had, now have, or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever, whether actually known or not, despite the fact that any applicable state and/or federal law may provide otherwise.

The undersigned absolutely and irrevocably releases and discharges Released Parties from all liability or claims whatsoever that I may now have or may have in the future against the Released Parties by reason of any act done or omitted to be done by Released Parties in connection with the use of the Facilities. I covenant and agree not to sue any Released Party and to refrain from instituting, or in any way proceeding upon any claim, cause of action, judgment, suit or proceeding of any kind or nature whatsoever, whether known or unknown, which I, or my successors and/or heirs, if any have released pursuant to this document.

The undersigned further agrees to indemnify and hold such Released Party harmless from any and all claims, losses, damages, liabilities and costs arising or resulting from use of the Facilities.

[Signature Page Follows]



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The undersigned has read and fully understands the provisions of this Agreement and is entering into this Agreement voluntarily.

This Liability Waiver and Release must be sent to Roy at admin@shadymaplesfarm.com before entering the Stable's Facilities.

**Executed at \_\_\_\_\_, California this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_