



RIDING RELEASE AGREEMENT - SHADY MAPLES, LLC

Horse: _____
Horse's Owner: _____
Horse's Stall: _____
Name of Rider: _____
Address: _____
Phone/Email: _____

1. HOLD HARMLESS

"Rider" agrees to hold SHADY MAPLES, LLC (hereinafter referred to as "Stable") harmless from any claim resulting from damage or injury caused by "Rider" or any personal injury claims from either "Rider" or "Rider's" guests and agrees to pay any legal fees, and/or expenses incurred by "Stable" in the defense of such claims. In any claims against the "Stable" the "Rider" has an obligation to assume the defense of the "Stable" at the "Rider's" expense, with counsel subject to approval of the "Stable".

2. TRAINING AND/OR SALES

"Stable" provides no training or sale services. "Stable" does allow a trainer to train and/or buy and sell horses on "Stable" property as an independent contractor. Said trainer may enter into his/her own contracts and agreements with persons for these services. "Stable" is not responsible for such services, nor does "Stable" assume any responsibility for the competence, quality, trustworthiness, honesty, ability or any other characteristic of any trainer who may, from time to time, render services to anyone on the premises of "Stable". The liability for the acts, conduct or activity of trainers is the sole responsibility of the "rider/customer".

Any agreements or disputes between "riders/customers" and trainers is between those parties and does not involve "Stable".

3. RELEASE AND ASSUMPTION OF RISK

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 "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", 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 assigns of each of the foregoing) ("Released Party or Parties" herein) that I will not hold any of them responsible in any way, and that they are all fully and completely released from any liability to me and my successors and/or heirs, if any such injury, death, property damage or loss should occur in connection with the use of said facilities. Property damage includes injury or death of horses.



RIDING RELEASE AGREEMENT - SHADY MAPLES, LLC

4. STABLE OPERATIONS

I have received and read Attachment "A" (Stable Operations) and agree to conform to all rules.

5. PERSONAL MEDICAL INSURANCE

I currently have personal medical insurance and have been advised that maintaining such insurance is a requirement of riding a horse at Stable.

Carrier: _____ Group#: _____ Policy#: _____
ID#: _____

6. COVENANT NOT TO SUE

The undersigned now and forever covenants and agrees not to sue any Released Party and to refrain forever 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 the undersigned and his/her successors or heirs have released pursuant to Paragraph 1 hereof.

7. WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE 1542

The undersigned acknowledges that Section 1542 of the civil code of the state of California 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/her settlement with the debtor.**"

The undersigned agrees and acknowledges that this release shall extend and apply to any and all unknown, unsuspected and unanticipated claims, and specifically waives all of his/her rights under Section 1542 of the civil code of the state of California and all of his/her rights under any similar law of the United States or any other state, territory or jurisdiction.

8. INDEMNIFICATION

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. In particular all the provisions of Paragraph 1 of this Agreement shall be in effect.

9. CALIFORNIA LAW

This Agreement is subject to the laws of the state of California. In the event of a dispute arising under the terms of this Agreement, the prevailing party shall be entitled to recovery of all costs, including attorneys' fees.



RIDING RELEASE AGREEMENT - SHADY MAPLES, LLC

10. ENTIRE AGREEMENT

This agreement supersedes any and all agreements, either oral or written, between the parties. No representations, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein.

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

Executed at Shady Maples Stables located in San Juan Capistrano, California, this _____ day of _____, 20____.

| | |
|---|---|
| SHADY MAPLES, LLC: By: _____ 28011/28411 San Juan Creek Road San Juan Capistrano, CA 02675 Date: _____ | Rider or Guardian: Print Name: _____ Signature: _____ Date: _____ I have read and understand this entire Agreement (including Attachment "A"). Rider or Guardian: Print Name: _____ Signature: _____ Date: _____ |
|---|---|



RIDING RELEASE AGREEMENT - SHADY MAPLES, LLC

ATTACHMENT "A" (Stable Operations)