



**RELEASE, WAIVER, HOLD HARMLESS,
AND INDEMNIFICATION AGREEMENT**

White Cloud Ranch
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The undersigned, as a Participant/Spectator/Visitor/Guest/Client (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor Participant (minor included as "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, doors opening and closing, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, chickens, birds, deer, etc), or other things (i.e. jumps, poles, cones, flowers, flags, golf carts, minibikes, water, banks, rocks, etc., and training devices such as whips, bats, spurs, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability; and (vi) The possibility that riding and training tack and equipment may contribute to or cause injury to Participant. Participant agrees that all activities conducted upon the mere entry of White Cloud Ranch will constitute an Equine Activity under this Agreement, and is in no way limited to, riding one's own equine or another's owned equine, petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by White Cloud Ranch and/or their respective heirs, trustees, beneficiaries, members, managers, partners, assigns, agents, employees, volunteers, guests, visitors, and invitees, independent contractors, clinicians, trainers, course builders and designers, other owner(s) of real estate upon which the injury occurred, and others acting on their behalf, (collectively "Released Parties") regardless of whether or not Participant's presence on the real property is related to equines or Equine Activities.

2. Release, Hold Harmless, Indemnification: Participant agrees to release and hold Released Parties harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant or Participant's property, unless caused by the Released and Held Harmless Parties' willful and wanton misconduct. Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party, whether caused by Participant directly or indirectly, through negligence or other wrongdoing, and Participant agrees to indemnify Released Parties for Released Parties' incurred attorneys' fees for pursuing or defending against any such Loss.

3. Governing Law: Participant understands the California appellate courts have defined horses as inherently dangerous and accepts all the risks entailed upon entry of White Cloud Ranch. Participant agrees to waive any and all rights the Participant may have under Sections 1542 of the Civil Code of the State of California, which reads: "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."

4. Attorneys' Fees: Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims involving, or in any way relating to, Participant.

5. Participant Certification: Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

Printed Name: _____ **Date:** _____

Signature of Participant: _____
And/or Minors Parent/Guardian

Minor Participant (s) Name: _____