## The Sweets Ranch Equine/Barn RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name(s):			
Address:			
Telephone:			

I hereby enter into this agreement with: Rachele Sweetser Whose address is: 25492 Charlemagne, Laguna Hills, CA 92653 Barn Address is: 24861 Buckboard, Laguna Hills CA 92653

## **IMPORTANT NOTICE:**

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING AND/OR PARTICIPATION IN EQUINE ACTIVITIES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF RACHELE SWEETSER, ITS OFFICERS CHRIS AND KATHRYN BIRCH, AND ANY OF ITS OFFICERS, AGENTS, EMPLOYEES OR INDEPENDENT CONTRACTORS, AND ALL ASSOCIATES, INCLUDING BOARDERS AND OWNERS OF HORSES AT NELLIE GAIL RANCH & SYCAMORE TRAILS. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, and barn animals that can result in death or serious injury, including but not limited to:

- Bites, kicks, abrasions or contusions from horses.
- Being thrown or bucked off by horses.
- Scratches or other injury from stalls or enclosures.
- Scratches or other injury from grooming tools and other equine/animal equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

By signing this agreement, I agree to assume all risks in connection with riding and working with horses, and expressly waive any claims for any loss or injury arising therefrom.

I hereby specifically forever waive and release Rachele Sweetser and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Rachele Sweetser, and its principals, and agents, employees, independent contractors, and associates.

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Nellie Gail Ranch & Sycamore Trails, there will not be medical personnel on the premises and Nellie Gail Ranch & Sycamore Trails and Rachele Sweetser and its principals, and agents, employees, or associates bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless Rachele Sweetser and its principals, and agents, employees, independent contractors and associates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Nellie Gail Ranch & Sycamore Trails or any acts or omissions of Rachele Sweetser and its principals, agents, employees, independent contractors or associates. or agents.

By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Nellie Gail Ranch without restriction, without liability to Rachele Sweetser and its principals or agents, employees, or associates and with full knowledge and understanding of the disclosures, waivers, and releases herein.

When I am present at and participate in the activities of Nellie Gail Ranch, I do so at my own risk, and I hereby acknowledge and agree that Rachele Sweetser and/or any of its principals, and agents, employees, independent contractors and associates shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Nellie Gail Ranch.

Name:			
Date:			

Participant's Signature:

\*We do not have restroom on site, but do have a refrigerator to store your beverages

\*Please wear closed to shoes or boots

\*Please be prepared to walk approx 300 feet up hill to access barn entrance.

\*Please do not bring your pets to our barn and on mobile visits please keep your pets in your house.