

Release of Liability

Rider name* * = required field

Guest of (if applicable)

Trainer's name*

Check all that apply:

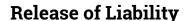
A boarder An employee A trainer An adult A minor

THE UNDERSIGNED AGREES AS FOLLOWS:

I acknowledge that competitive and pleasure horse riding contains inherent risks of injury and damage to me personally, to my horse, and to my equipment. Understanding these facts, I nevertheless, in consideration to your acceptance of this form, assume the risks of such activities, and hereby for myself, my heirs, executors and administrators waive, release, and discharge and hold harmless Fox Canyon Farm, (the "Stables") its owner, board of directors, officers and all individual members thereof and all other persons and organizations in any way connected with the events, property, boarding, lessons or any other activity described herein, their representatives, heirs, executors, administrators and assignees (the "Released Parties") from any and all right, claim, claims of negligence or liability for damages or for any and all injuries that might be sustained by me including injuries to animals or from any and all claims of any kind or nature that I might have as a result of, or arising out of my participation in any equestrian related activity. Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act or the acts of anyone or any animal. I further agree that I will defend, indemnify and hold harmless the Released Parties against all claims, demands, and causes of action including court costs, and attorneys fees, directly or indirectly arising from any action or other proceeding brought by or

prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims.

I acknowledge and recognize that there are SUBSTANTIAL RISKS involved in horseback riding and equestrian activities which include, but are not limited to, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death. Horses are unpredictable and they may react to the conduct and actions of other riders and persons. Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, other animals, or objects. Equestrian activities involve equipment that may break, fail, or malfunction. Other riders, quests, visitors, boarders, trainers, or employees may not control their animals, or ride within their ability, and cause a collision or other unpredictable consequence. Equestrian activities may be conducted in areas which are subject to constant change in condition according to weather, temperature, natural and man-made changes in the landscape, including the riding ring, where objects are not marked and hazards may not be visible; where trails are not groomed, maintained





or controlled; where weather is changeable, unpredictable and dangerous; and where lightning, thunder, beehives, streams, creeks, fallen timber, animals and other natural hazards and dangers exist.

OTHER RISKS

I acknowledge and recognize that there are other risks, hazards and dangers that are associated with equestrian activities in an outdoor environment, I further affirm that the description of the risks in this document is not a complete list and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated. In the event the Boarder should or have available a trailer for the transportation of any horse, including the boarded horse, whether said trailer is owned, leased or contracted for, Boarder agrees to defend and hold harmless the Stables for any cost, expense, claim, damage, personal injury or property damage as result of use of said trailer, including damage to trailer or horses transported therein. Stables reserves right to have any abandoned or unauthorized trailer on the Stables property to be removed by local law enforcement and Boarder shall hold harmless Stables for such actions.

INDEMNITY

I hereby agree to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or the minor or any other family member or spectator accompanying me on the premises, or by anyone on behalf of us, personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horseback riding related activities that I or the minor may engage in or any other related equestrian activities for whatever period said activities may continue, whether caused by the negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim

of any kind against the Released Parties as a result of any damage, injury, paralysis or death to myself or the minor or our property and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of participation in the equestrian related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand. If any provision of this agreement is deemed unenforceable the remaining provisions shall remain enforceable.

SAFETY EQUIPMENT

I acknowledge I have been advised by Fox Canyon Farm that **ALL RIDERS** must purchase and wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED/ASTM STANDARD F 1163 equestrian helmet at all times while riding. I understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries; however, I/We affirm and acknowledge that the equestrian helmet may not prevent injuries in all circumstances.

NATURE OF HORSES

I further acknowledge that no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from the horse to the ground, it will generally be at a distance of 3 ½ to 6 feet and the impact may result in serious injury to the rider. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but not limited to, stopping short, changing directions or speed at will, shifting weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from danger.



Release of Liability

Executed at (City*)		State*		On/Date* (MM/DD/YY)		
Rider's Signature*	Rider's Printed Name*		Horse Owne	Horse Owner's Name*		
AGREEMENT FOR M	IINORS USE OF FAC	CILITIES				
Minors must have the following section signed by their parents or legal guardian(s).						
We the undersigned pare activities at Fox Canyon the risk and indemnity a conditions of said waive insurer, and our minor child damage said minor child We further warrant we have	Farm facilities state thagreement written abover, release and hold harr hild insofar as it pertain d or his or her horse ma	nat we have read we and we expre nless shall appl ns to his or her ny sustain or cau	I the release, waive ssly agree that the by to and be binding participation and t use as a result of sa	er, assumption of terms and g upon us, our to any injury or		
Executed at (City)		State		On/Date (MM/DD/YY)		
Parent's or Legal Guardian	n's Name (printed)	Parent's or	Legal Guardian's Si	al Guardian's Signature		