

RELEASE AND INDEMNIFICATION AGREEMENTS
(Adult)

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT (“Release”) is entered into by the undersigned in favor of Heritage Park LLC and Indian Valley Stables LLC and its shareholders, members, directors, officers, employees, affiliates, authorized agents and assigns (singularly, a “**Released Party**” and collectively, “**Released Parties**”)

Recitals:

- A. Released Party owns and operates an equestrian facility located at 3777 Vineyard Road Novato CA 94947 (“**Heritage Park and Indian Valley Stables**”).
- B. I desire to participate in the sport of horseback riding at **Heritage Park and Indian Valley Stables** and to otherwise use and have access to the facilities of **Heritage Park and Indian Valley Stables**.
- C. Released Party has agreed to permit me to engage in horseback riding at **Heritage Park and Indian Valley Stables** and to otherwise use and have access to its facilities in exchange for my agreements set forth in this Release.

Agreement:

In consideration of my being permitted by Released Parties to participate in the sport of horseback riding at **Heritage Park and Indian Valley Stables**, and to otherwise or have access to the facilities of **Heritage Park and Indian Valley Stables** (whether or not on a fee basis). I acknowledge and agree as follows:

- 1. **HAZARDOUS ACTIVITY**: I am aware of, and understand, the following:
 - 1.1 Horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear clam and docile, may and will buck, rear, kick, bite, run and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, movement, other horses and animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger, or reflex actions in the horse. Serious, permanent bodily injury, disability or death of myself, or others within the vicinity of horses, may result from the handling, training, exercising, care or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to me or others may be, as applicable, killed, injured, lost or damaged.
 - 1.2 In the ordinary course of business, motor vehicles (with or without trailers) and bicycles continuously enter and exit the **Heritage Park and Indian Valley Stables** property in close proximity to the areas, and in the same areas, in which horse are kept groomed, and ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of **Heritage Park and Indian Valley Stables**, people are working, walking, running, riding and handling horses, lunging and “turning out” horses, dogs bark, flags and other objects waive, and other activities, conditions, and distractions occur at **Heritage Park and Indian Valley Stables**, all on a daily basis, in close proximity to horses. Such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner, without warning.

1.3 Riding arenas at **Heritage Park and Indian Valley Stables** are either uncovered or only partially enclosed and that rain or run-off may enter the rings, causing the riding surface to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. The roads, grounds and fields at **Heritage Park and Indian Valley Stables** may at any time be wet, icy, slippery, rutted, eroded, or rocky or contain holes.

2.. **VOLUNTARY PARTICIPATION.** I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE, TRAINING, EXERCISING AND RIDING OF HORSES AND BEING IN CLOSE PROXIMITY OF HORSES AND SUCH ACTIVITIES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND THAT I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED.

3.. **ASSUMPTION OF RISK.** I HEREBY ACCEPT AND ASSUME ANY AND ALL RISKS, INCLUDING, WITHOUT LIMITATION, OF INJURY, PERMANENT BODILY INJURY, DISABILITY, ILLNESS, DISEASE, OR DEATH TO MYSELF AND TO ALL OTHER PERSONS AND OF LOSS, DAMAGE OR DESTRUCTION OF MY PERSONAL PROPERTY AND THE PERSONAL PROPERTY OF OTHER PEOPLE. WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATIONS, ANY RELEASED PARTY, ARISING FROM OR IN CONNECTION WITH (a) THE CARE, HANDLING, TRAINING, EXERCISING OR RIDING OF HORSES AND BEING WITHIN THE CLOSE PROXIMITY OF HORSES AND SUCH ACTIVITIES BY ME AND OTHER PEOPLE AT **HERITAGE PARK AND INDIAN VALLEY STABLES**, (b) THE ACTIONS OF MY HORSE OR ANY OTHER PERSON'S HORSES, WHETHER OR NOT SUCH HORSES ARE UNDER MY CONTROL, AND (c) THE CONDITIONS OF THE FACILITIES, GROUNDS, AND FIELDS AT **HERITAGE PARK AND INDIAN VALLEY STABLES** AND MY USE OF THE SAME.

**I HEREBY VERIFY THE FOREGOING STATEMENT BY
PLACING MY INITIALS HERE: _____**

4. **RIDING LESSONS.** If I participate in riding lessons at **Heritage Park and Indian Valley Stables**, I agree that I, and not the instructor or any other person, will be responsible for maintaining control of the horse I ride.

5. **EMERGENCY VETERINARY CARE.** If my horse or another horse in my possession or under my control becomes sick or injured, it may be necessary (or reasonably appear necessary) for immediate veterinary first aid or care to be administered, and it may be necessary to transport such horse to a veterinary clinic or other facility at which veterinary care may be administered. I agree that Released Parties may administer or arrange for first aid to my horse and any other horse in my possession or under my control and may transport such horse to a veterinarian or veterinary care facility. I further agree that if any Released Party reasonably believes that my horse or any other horse in my possession or under my control requires emergency veterinary care, and if they are unable to contact me in such emergency situation, they may, at my own expense and risk, call a veterinarian of their choice to administer veterinary care to such horse. Any such care or transportation shall be at my own expense and risk, and I agree to compensate the Released Parties for such care and transportation, I understand and agree that nothing in this Release created any duty on the part of Released Parties to administer any type of aid to, arrange for transportation for, or obtain veterinary care my horse or any other horse in my possession or under my control.

6. **PERSONAL PROPERTY.** I agree that if I bring any personal property to **Heritage Park and Indian Valley Stables**, and if I store or leave any personal property at **Heritage Park and Indian Valley Stables** (including, without limitation, property left in any tack room), I will do so at my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), of theft of any such property.

7. **AGREEMENT NOT TO SUE.** I HEREBY AGREE THAT NEITHER I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, AND EACH OF THEM, FOR ANY LOSS OR DAMAGE ARISING OR RESULTING FROM ANY BODILY INJURY, DISABILITY, ILLNESS, DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, OR DESTRUCTION, OR OTHER HARM OF WHATEVER NATURE. WHETHER FORESEEN OR UNFORSEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF THE FOLLOWING, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE: (a) MY PARTICIPATION, OR THE PARTICIPATION OF ANY OTHER PERSON, IN THE HANDLING, CARE, EXERCISING, TRAINING OR RIDING OF HORSES, OR BEING IN THE PROXIMITY OF HORSES OR SUCH ACTIVITIES, (b) THE ACTIONS OF MY HORSE OR THOSE OF ANY OTHER PERSON'S HORSE, WHETHER OR NOT THE HORSE IS UNDER MY CONTROL, (c) THE CONDITION OF THE FACILITIES, GROUNDS AND FIELDS OF **HERITAGE PARK AND INDIAN VALLEY STABLES** AND MY USE OF THE SAME, OR (d) THE TRANSPORTATION OF MY HORSE, OR ANY OTHER HORSE, FOR VETERINARY CARE, OR THE ADMINISTRATION OF ANY AID OR VETERINARY CARE TO ANY SUCH HORSES, OR THE FAILURE TO ARRANGE FOR ANY SUCH TRANSPORTATION, AID OR CARE.

8. **RELEASE.** ON BEHALF OF MYSELF, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMAND, RIGHTS, CAUSES OF ACTION, AND LIABILITIES, EITHER IN LAW OR IN EQUITY, BASED ON ANY BODILY INJURY, DISABILITY, ILLNESS, DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE OR DESTRUCTION, OR OTHER HARM OF WHATEVER NATURE. WHETHER FORESEEN OR UNFORSEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF THE CIRCUMSTANCES LISTED IN SECTIONS 7 (a) THROUGH 7 (d) WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE: PROVIDED, THAT NOTHING IN THIS SECTION 8 SHALL BE DEEMED TO BE A RELEASE FROM LIABILITY ARISING FROM (a) RELEASE PARTY'S WILLFUL INJURY OF ME OR MY PROPERTY, (b) RELEASED PARTY'S FRAUD OR (c) RELEASE PARTY'S VIOLATION OF ANY LAW. I, ON BEHALF OF MYSELF, AND MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS, EXPRESSLY WAIVE ALL RIGHTS AND BENEFITS AFFORDED BY SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ACKNOWLEDGE THAT I AM FAMILIAR WITH AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“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.”

NOTWITHSTANDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND FOR PURPOSES OF IMPLEMENTING A FULL AND COMPLETE RELEASE AND DISCHARGE OF RELEASED PARTIES, I EXPRESSLY ACKNOWLEDGE THAT THIS RELEASE IS ALSO INTENDED TO INCLUDE IN ITS EFFECT, WITHOUT LIMITATION, ALL CLAIMS WHICH I DO NOT KNOW OR SUSPECT TO EXIST IN MY FAVOR AT THE TIME OF MY EXECUTION OF THIS RELEASE.

9. **INDEMNIFICATION.** I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMAND, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM OR IN CONNECTION WITH THE INJURY, DISABILITY, ILLNESS, OR DEATH OF MYSELF OR ANY PERSON WHOM I BRING OR INVITE TO **HERITAGE PARK AND INDIAN VALLEY STABLES**, OR OTHERWISE PERMIT TO BE IN THE VICINITY OF ANY HORSE IN MY POSSESSION OR UNDER MY CONTROL, OR THE DAMAGE, DESTRUCTION, OR LOSS OF ANY OF MY OR OTHER PEOPLE'S PROPERTY.

10. **SPONSORS AND INVITEES.** I agree that I will permit any person (other than the released parties) to ride my horse at **Heritage Park and Indian Valley Stables** unless such person has duly signed and delivered to the Released Parties a form of this Release and other applicable form required by **Heritage Park and Indian Valley Stables**. I agree that the damages to be suffered by the Released Parties as a result of the breach of this Section 10 include, but are not limited to, (a) the liabilities of Released Parties that would have been released by such person under this release, and (b) the costs and expenses of Released Parties defending the claims, suits, and demand that such person would have agreed not to make or institute under this Release (including, without limitation, attorneys' and expert witnesses' fees and costs): and I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

11. **REPRESENTATIONS AND WARRANTIES.** I represent and warrant: (a) I have read this Release carefully and I fully understand all of its terms and provisions: (b) I am 18 years of age or older and am legally competent to enter into this Release: (c) no promise, inducement, or agreement has been offered or made to me by any Released Party in connection with my execution and delivery of this Release; and (d) I have knowingly and voluntarily executed and delivered this Release at my own risk and initiative and my own free will, without relying on any statement or representation of any Released Party.

12. **MISCELLANEOUS**

12.1 **Severability** If one or more provisions of this Release are held to be unenforceable by a court of competent jurisdiction, each such unenforceable provision shall be excluded from the Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

12.2 **Governing Law** This Release shall be construed and enforced in accordance with California law.

12.3 **Waivers, Amendments** Any term, covenant, agreement or condition of this Release may be amended or waived, and any departure therefrom may be consented to, if, but only if, such amendment, waiver or consent is in writing and is signed by the parties to be bound thereby. A

waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given,

12.4 **Final Agreement** This Release superseded and replaces any prior written or oral agreements or statements between the parties with respect to the subject matter hereto.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY AND IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY REPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

DATED: _____

SIGNATURE

Please Print:

Name: _____

Address: _____

Telephone: _____

Email: _____

Cell Phone: _____

Work Phone: _____