

## RIDER'S RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WHEREAS, I understand and acknowledge that any and all activities involving horses ("Equine Activities") can be a dangerous and may produce a risk of serious or mortal personal injury and/or property loss; and

WHEREAS, I understand that this Release, Waiver of Liability and Indemnity Agreement ("Release") is voluntarily signed and agreed to, and that by signing this Release, I know and understand that this Release may further limit the liability of equine professionals engaged in any activity involving horses, including personal injury, property damage, and/or death.

WHEREAS, I recognize and agree that the equine professionals at Whimbrel Farms have made reasonable efforts to determine my ability to engage in Equine Activities, and have sufficient knowledge of my equine and horseback riding skills for me to release and hold harmless said professionals from any duty to monitor my Equine Activities.

THEREFORE, in consideration of being granted access to and/or use of the facilities by David and Sue Yee and/or Ron and Judy Jacobson, hereby known as Whimbrel Farms (WF), I agree to the following:

1. Assumption of Risk. I assume full responsibility for, and risk of, any death or bodily injury to myself or others (including, but not limited to, those matters set forth above); damage to, or destruction of, any and all property caused by my engaging in any Equine Activity either on the premises of WF, or elsewhere while working with WF equine professionals, unless such bodily injury or property damage is attributable, in full or in part, to the gross negligence of WF. My responsibility includes, but is not limited to, payment of (1) medical costs for myself and others that I may have injured; (2) costs to replace any and all property that may be lost, destroyed, or damaged; (3) other non-medical and non-property damages, such as pain and suffering, lost wages, etc.
2. Release, Waiver of Liability, and Discharge of Claims.
  - (a) I hereby release, waive, and discharge any and all claims that I may now, or in the future have, for damages against WF, including its owners, employees, officers, directors, and the respective affiliated entities, arising from my death, the death of any other person, bodily injury to me or others, or property damage attributable to my engaging in Equine Activities, on WF's premises.
  - (b) I acknowledge that WF requires me to wear AHSA approved headgear with a chin strap while jumping and requires me to wear a safety helmet while riding. I understand and acknowledge that the risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive, and discharge WF, including its owners, employees, officers, directors, and their respective affiliated entities, against any and all claims that I may know or in the future have for damages resulting from my failure to wear headgear while riding either on WF's premises or at an offsite facility.
  - (c) This release is intended to release, waive and discharge, WF, together with its owners, employees, or directors, and their respective affiliates, from and against any liability out of or connected in any way with my or my guests engaging in any Equine Activities on the WF premises or in any activity in which a WF representative is required to attend on my behalf, and/or me or my guests or invites presence on the WF premises, even though such liability may be attributable, to the negligence, recklessness, or misconduct of one or more of such persons or entities.
  - (d) Medical authority. I, \_\_\_\_\_ (participant, or if minor, parents/guardians) hereby grant permission and authority to WF, its owners and authorized employees to act for me in executing verbal instructions, or if unable to contact us, to act for us in dealing with physicians, available emergency personnel, to

obtain prompt medical attention for the person named above in the event of any medical emergency. I hereby agree to release WF, its owners, employees, officers, directors, and their respective affiliates and hold harmless from liability connected with obtaining medical attention for the person named above.

- (e) In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the WF facilities, I promise not to sue or demand money or anything else of value from WF, including any of its owners, employees, officers, directors, and their respective affiliates.
- 3. Indemnification. I agree to completely indemnify and hold harmless WF including any of its owners, employees, officers, directors, and their respective affiliates from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs, and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am in accordance with section 1 and for any actions brought by my guests or invites.
- 4. Binding to Nature of Agreement. This agreement shall be binding on my personal representatives, heirs and assigns.
- 5. Governing Law. This agreement shall be governed by, and in accordance with, the laws of the State of California. I hereby submit to the in-persona-jurisdiction of the State of California. Venue for purposes of any litigation or arbitration concerning this Release shall be in Sacramento County, California.
- 6. Severability. In the event of any provision of this Release shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect.

The remaining provisions of this release however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print participant name: \_\_\_\_\_

Participant signature: X \_\_\_\_\_

**MINORS:**

I declare that I am the parent/legal guardian of the minor named below. I have read this Release, and in consideration of WF allowing the below named minor onto its premises to participate in Equine Activities, I hereby agree that the terms and conditions of this Release shall apply to the named minor.

**\*If under 21, signature of both parents, and/or legal guardians is required\***

Print Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_