

## RELEASE AND INDEMNIFICATION AGREEMENT

This consent, release, and indemnification agreement (Release) is entered into by the undersigned in favor of M&M Edwards Family, LLC, dba EL CAPITAN EQUESTRIAN CENTER, and DARCY EDWARDS TRAINING CENTER, their officers, agents, and employees (“the released parties”). In consideration of my being permitted by the Released Parties to participate in the sport of horseback riding on the property at 12307 Willow Road, Lakeside, CA, (Ranch), and use the facilities of the Ranch (whether or not such use is on a pay basis), I acknowledge and agree as follows:

- HAZARDOUS ACTIVITY.** I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY DANGEROUS AND HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES AND ASSUMING THE RISK OF BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I AM AWARE AND UNDERSTAND THAT HORSES ARE POWERFUL, UNPREDICTABLE AND POTENTIALLY UNCONTROLLABLE ANIMALS. ALL HORSES, EVEN THOSE THAT ARE WELL TRAINED AND APPEAR CALM 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 of people, other horses, other animals, motor vehicles, bicycles, machinery, doors or other inanimate objects) THAT MAY INDUCE FEAR, PANIC, ANGER OR REFLEX ACTIONS IN THE HORSE. I AM AWARE AND UNDERSTAND THAT SERIOUS, PERMANENT BODILY INJURY AND DISABILITY OR DEATH OF MYSELF OR OTHERS WITHIN THE VICINITY OF HORSES MAY RESULT FROM THE HANDLING, 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, OR DAMAGED.
- I hereby agree to accept and assume any and all risks of injury (including permanent bodily injury and disability), illness, disease or death to myself and to all other persons, and all financial losses, injury damages, destruction and loss of my property and other persons' property, arising from the handling, care or riding of horses at the Ranch by me or other persons, whether caused by the negligence of any of the released parties or otherwise.** I further understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse, and that I should wear proper safety equipment at all times while riding horses, including, without limitation, **a helmet and riding boots**, and that it is my sole responsibility to obtain safety equipment and safety instruction for this sport.
- CONDITIONS AT THE RANCH.** I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the Ranch in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the Ranch. People are working, walking, running, riding, and handling horses, lunging and “turning out” horses, dogs bark, flags and other objects wave and other activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner without warning.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL.

I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be

apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the Ranch any at any time be wet, slippery, rutted, eroded or rocky or contain holes.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME AND MY HORSE OR PROPERTY OR TO ANY OTHER PERSON AND THEIR HORSE OR PROPERTY CAUSED BY MY HORSE OR ANY HORSE UNDER MY CONTROL ENCOUNTERING UNSAFE CONDITIONS OF THE RINGS, ROADS OR GROUNDS WHETHER SUCH CONDITIONS WERE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

**RIDING LESSONS.** If I participate in riding lessons at the Ranch, I HEREBY AGREE THAT I AM RESPONSIBLE FOR MAINTAINING CONTROL OF THE HORSE I RIDE, and not the instructor or any other person. **INITIAL HERE \_\_\_\_\_ initials \*\*\*\*\***

4. **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. As such:

**I HEREBY AGREE THAT IN SUCH A CASE, THE 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 OR ARRANGE TRANSPORTATION FOR SUCH HORSE TO A VETERINARIAN OR VETERINARY CARE FACILITY.**

**I HEREBY AGREE that if any one or more of the released parties 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.**

**I HEREBY FURTHER AGREE** that any such care or transportation shall be at my own expense and risk, and I agree to compensate the released parties at prevailing and customary rates for such care and transportation but in no case at less than actual expenses.

**I AGREE AND UNDERSTAND THAT NOTHING IN THIS RELEASE CREATES ANY DUTY OR OBLIGATION ON THE PART OF THE RELEASED PARTIES TO ADMINISTER ANY TYPE OF AID TO, ARRANGE FOR TRANSPORTATION FOR, OR OBTAIN VETERINARY CARE FOR MY HORSE OR ANY OTHER HORSE IN MY POSSESSION OR UNDER MY CONTROL.**

5. **PERSONAL PROPERTY.** I HEREBY AGREE that if I bring any personal property to the ranch, and if I store or leave any personal property at the Ranch, including personal 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 one of the released parties), or theft of any such property.
6. **AGREEMENT NOT TO SUE.** I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT 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, from 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 or whatever nature, whether participation of any other person, in the handling, care or riding of horses, or the use of facilities at the ranch or 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 failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

7. **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 ANY AND ALL CLAIMS, ACTIONS, DEMANDS, 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 unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in the handling, care or riding of horses, or the use of the facilities of the Ranch, or 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 failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise, provided that nothing in this Section 7 shall be deemed to release any Released Parties from liability arising from (a) his own willful misconduct, (b) his own fraud or (c) his own criminal conduct.
8. **INDEMNIFICATION.** I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness, or death of myself or any person whom I bring or invite to the Ranch, 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 his property.
9. **SPONSORS AND INVITEES.** I HEREBY AGREE THAT I WILL NOT PERMIT ANY PERSON TO RIDE MY HORSE AT THE RANCH UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO THE RELEASED PARTIES, A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY THE RANCH. I AGREE THAT THE DAMAGES TO THE RELEASED PARTIES that may arise from a breach of my agreement under this Paragraph 9 include (a) the liabilities that would have been released under this Release, and (b) the costs and expenses of defending the claims, suits and demands that such person would have agreed not to make or institute under this Release; and I agree to indemnify, defend and hold harmless each of the Released Parties from and against all such liabilities, costs and expenses.
10. **REPRESENTATIONS.** I REPRESENT AND STATE THAT (a) I have read this release carefully and I fully understand all of it's 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 in connection with my execution and delivery of this Release and (d) I have knowingly and voluntarily executed and delivered this release understanding the risk and have done so of my own free will, without relying on any statement or representation of any Released Parties. **I understand and acknowledge that this release is a release of legal liability**, 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 respective heirs, distributes, guardians, legal representatives and assigns. I understand that I may have this document reviewed and explained to me by an attorney of my own choosing.
11. **SEVERABILITY.** If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this 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 it's terms.
12. **CERTAIN LIMITATIONS OR RELEASE.** The provisions of this Release shall not be enforceable by any person or entities other that the Released Parties. This Release shall not apply to any injury, illness, death or disability of my horse caused by the failure of the Ranch to provide regular food, water or other items to my horse to the extent any of the Released Parties are contractually required, by specific written contract, to provide such items.

**BY SIGNING BELOW, I ACCEPT THE TERMS OF THE ABOVE  
RELEASE AND INDEMNIFICATION AGREEMENT.**

Dated: \_\_\_\_\_, 200\_\_

**Signature(s)**

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Please Print:

Name(s) of all family members covered by this signature, including minors:

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Address	City,	State	Zip Code
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Address	City,	State	Zip Code
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Telephone numbers			