

Release and Waiver of Liability, Assumption or Risk and Indemnity Agreement

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.

READ THIS AGREEMENT CAREFULLY, BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF, AND AGREEMENT TO ITS TERMS.

I, _____ (hereinafter the "Undersigned") reside at
(Address) _____ in (city) _____

State _____ Zip Code _____ Cell Number _____

On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assignees, I HEREBY:

1. Acknowledge that a horse or other farm animal, may, without warning (for any apparent cause) buck, stumble, rear, bite, kick, run, make unpredictable movements, "spook", jump obstacles, step on a person's feet, push or shove a person. Saddles, bridles, or halters may loosen or break: all of which may cause the rider, or person, to fall or be jolted, which could cause a serious injury, or result in death.
2. Acknowledge that horseback riding is a dangerous activity and involves risks that may cause serious and in some cases, cause death, because of the unpredictable nature and irrational behavior of horses, or other farm animals, regardless of their training and past performance.
3. Acknowledge that being on a farm and or working ranch can be dangerous
4. Release, discharge, and promise not to sue the stable, doing business under its own name, or any other name, and or any of its owners, officers, employees, and agents including James (Jim) Schultz, Jennifer Schultz, Taylor Murray, Colt Oder (hereinafter the "RELEASEES"), for any loss, liability, damage, or cost whatsoever arising out of, or related to any loss, damage, or injury (including death) to my person or property
5. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the agreement shall not be affected, or impaired in any way and shall continue in full legal force and effect. Acknowledge that this document is a contract and that if a lawsuit is filed against the stable or its owners, agents, employees, and officers, for any injury or damage, in breach of this contract, the undersigned will pay all attorneys' fees and cost incurred by the stable its owners, officers and employees in defending such an action.

I have read this document. I understand it is a promise not to sue and a release of indemnity for all claims.

Signature: _____ Date: _____

Parent/Guardian Waiver – For a Minor

If the person who is to enter into this agreement (referred to as the Undersigned) **IS UNDER 18 YEARS OF AGE**, his/her parent, or guardians, must read and sign the following:

I, _____, acting as parent, natural guardian, or legal guardian of
_____ (hereinafter "the minor") hereby affirms that he/she has read this agreement, understands the agreement, and understands that this agreement is a release of all minor's claims for injury, death and property damage, and understands and consents to the terms, on behalf of the minor, and agrees to indemnify, save, and hold harmless, the Releasees from any loss, liability, damage, or executing this agreement.

- Signature of Parent/Guardian _____ Date: _____