

FILLMORE EQUESTRIAN CENTER

308 Chambersburg Road, Fillmore, CA 93015

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNITY AGREEMENT

Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms. By signing this agreement, you (and/or your child(ren)) are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage for any reason including, but not limited to, the negligence of CowboyCO, LLC, its owners, employees, and agents (hereinafter referred to as "Operator"), and the City of Fillmore, its officers, employees and agents (hereinafter referred to as "the City"). The Operator and City are collectively referred to as "Releasees").

I, _____ (and/or my minor child(ren), _____) (hereinafter referred to as the "Undersigned") who reside at (Street Address) _____ in (city) _____ (State, Zip) _____, in consideration for allowing me (and/or my minor child(ren)) to visit the Fillmore Equestrian Center and handle and/or ride a horse, and on behalf of myself, my child, my family or our personal representatives, heirs, next- of-kin, spouses, assigns, or estate, **THE UNDERSIGNED DOES HEREBY:**

1. Acknowledge that a horse, mule, or other animal may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, or that saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted or otherwise result in serious injury or death to the Undersigned or any person within close proximity of a horse.
2. Acknowledge that horseback riding, the handling of horses, or being in close proximity to a horse is an **inherently dangerous activity** and involves **risks** that may cause serious injury and in some cases death because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of a horse, being in close proximity to a horse, or being on the premises of the Fillmore Equestrian Center and adjoining trails, and the failure to wear a protective helmet when riding a horse, and using saddles, bridles, equipment and gear provided to me by Releasees.
4. **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** the Releasees for any loss, damage, injury (including death) or cost to me or my child(ren) arising out of the handling or riding of a horse, being in close proximity to a horse, or being on the premises of the Fillmore Equestrian Center and adjoining trails, or the failure to wear a protective helmet when riding a horse, or the use of saddles, bridles, equipment and gear provided by Releasees.
5. **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** the Releasees for any claim that such Releasees were negligent in connection in any way with me or my child(ren) riding a horse or boarding a horse at the Fillmore Equestrian Center or using the Center and adjoining trails including, but not limited to, training or selecting horses; maintenance, care, fit or adjustment of saddles or bridles; instruction on riding skills; leading and supervising riders; the use of any equipment provided by the Releasees; or being on the premises of the Fillmore Equestrian Center and adjoining trails, which resulted in loss, damage, injury, or death.
6. **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my child(ren) handling or riding a horse; being in close proximity to a horse or on the premises of the Fillmore Equestrian Center and adjoining trails; the failure to wear a protective helmet when riding a horse; and/or and use of saddles, bridles, equipment and gear provided by Releasees.
7. Agree to abide by and follow any instructions given or rules established by the Releasees or any of their employees or agents, including guides and wranglers, with regard to me and my child(ren) riding or handling any horse, being in close proximity to a horse, being on the premises of the Fillmore Equestrian Center and adjoining trails, or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
8. Agree that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Having reviewed this

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provision, the Undersigned nevertheless voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein and that all claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

- 9. Expressly agree that the foregoing release and waiver of liability, assumption of risk, hold harmless and indemnity agreement is governed by laws of 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 for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- 10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this release, the Undersigned will pay all attorney's fees and costs incurred by the Releasees in defending such an action.
- 11. Represent that, to the best of my knowledge, I am and my child is not pregnant and I/we do not have a health condition that would make it inadvisable for me to participate in equestrian activities, and that I am not under the influence of alcohol or drugs at the time I am reviewing and signing this agreement.
- 12. I understand and agree that I am responsible for any injury or damage that I or my child(ren) cause to others and their property during my/our visit and use of the Fillmore Equestrian Center and the adjoining trails.
- 13. **ACKNOWLEDGE THAT IT IS RECOMMENDED THAT ALL RIDERS WEAR A PROTECTIVE HELMET. I UNDERSTAND THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN AND MY CHILD'S SAFETY. I UNDERSTAND THAT EVERY RIDER UNDER THE AGE OF 18 MUST WEAR A HELMET.**

I DECLINE TO WEAR A HELMET, ADULTS ONLY (PLEASE INITIAL HERE): _____

I have read this document. I understand it is a promise not to sue and to release and indemnify the Releasees for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse or enter the premises of the Fillmore Equestrian Center. I have concluded that the risks involved and this Release and Waiver of Liability is worth the pleasure of the horseback riding experience, or other activities with a horse, and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

I declare under the penalty of perjury of the laws of the State of California that I am eighteen (18) years of age or older, that I have read this document, and that I am fully competent and, with respect to any child am authorized, to sign this agreement.

Signature: _____ Date: _____

Name: _____