

Pencil Belly Ranch
1671 Indian Valley Road, Novato, CA 94947 415-897-3039

Release & Waiver of Liability
ASSUMPTION OF RISK 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 your child if applicable) 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 Pencil Belly Ranch, the trainers, the management, the stable, its owners, employees and agents (the “Releasees”).

I, _____ (and if applicable my minor child
_____) (Hereinafter the Undersigned) reside at:
_____ (street address), in _____ (city),
_____ (state) _____ (zip)

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to ride, and/or handle horse(s) and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns,

THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, may but is not limited to buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s foot/feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider/ handler or spectator to be injured, fall or be jolted resulting 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 A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY 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 the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear. 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. I, for myself and/or on behalf of my child or legal ward, have been warned and advised and I do understand that not wearing an SEI Certified – ASTM Equestrian Helmet and/or proper riding equipment increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at his/her own risk.
4. Agree that I am responsible for maintaining control of the horse I ride, and the instructor or any other person will not be held liable.
5. Is aware and understands that in the ordinary course of business, motor vehicles (with or without

horse trailers) continuously enter and exit the facility 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 facility. I also understand that people are working, walking, running, riding, handling horses, lunging horses, turning out horses, dogs bark, flags and other objects wave and other activities and conditions not limited to above listed items, these may cause horses to react in an unpredictable and dangerous manner without warning.

6. AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR 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.
7. Is aware and understands 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 pathways at the facility at any time can be wet, slippery, rutted, eroded, rocky or contain holes.
8. Agree to accept and assume any and all risk of injury, disability, death, damage and loss that may result to me and/or 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 round pen, arena, roads, grounds, pathways whether such conditions are caused by the negligence of the released parties or otherwise.
9. Agree to release, discharge and promise not to sue Stable, management, owners, trainer(s), and any employees of such 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 or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment.
10. Agree to release Stable, management, owners, trainers, and any employees of such from any claim that Stable, management, owners, trainers, and any employees of such were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Stable, management, trainers, owners and any employees of such or being on the premises of the Stable, which resulted in loss, damage, injury or death.
11. INDEMNIFY, AND SAVE AND HOLD HARMLESS Stable, management, trainers, and any employees of such from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided there with from or contributed to by me or my child's own negligence.
12. Agree to abide by and follow any instructions given or rules established by the Stable, management, trainers or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
13. 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 favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having

reviewed this provision, the Undersigned nevertheless voluntarily release Stable, management, trainers, and any employees of such 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 for the herein. 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 any other claims or cause of action.

14. Expressly agrees that the foregoing release and waiver of liability, assumption of risk, 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.
15. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, management, its owners, trainers, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by the Stable in defending such an action.
16. IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY OBLIGATION THAT I PROVIDE A HELMET FOR MYSELF AND/OR MY CHILD. THE STABLE IS UNDER NO OBLIGATION TO PROVIDE A HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS NOT AVAILABLE AND HAS NOT BEEN OFFERED FOR MY OWN OR MY CHILD’S SAFETY. IF I (AND/OR MY CHILD) DECLINE TO WEAR A HELMET IT IS AT MY/OUR OWN RISK.

ACKNOWLEDGEMENT & SIGNATURE

I have read this document. I understand it is a promise not to sue and to release and indemnify the Pencil Belly Ranch, the trainers, the management, the stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release & Waiver of Liability as a condition to Pencil Belly Ranch allowing me and/or my child to ride, handle, and/ or be in close proximity to horse(s). I have concluded that the risks involved and the Release & Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release & Waiver of Liability.

(Printed Name of Owner/Rider)

(Signature of Owner/Rider)

(Date)