



30486 Equus Lane  
Winters, CA 95694

### RELEASE OF LIABILITY

WITNESS 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) 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 THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES, LANDLOADS AND AGENTS ("THE RELEASEES").

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between Four Star Farm, Natalie Brady as an Individual, Four Star Farm employees, Bob and Kay Haraga as the property owners and their employees collectively hereinafter referred to as MANAGER and \_\_\_\_\_, (and my minor child \_\_\_\_\_), hereinafter referred to as RIDER. In consideration for allowing me (or my minor child) to handle and ride a horse on or off Emerald Hills property (hereinafter the "Farm"), and for allowing me to visit the Farm, participate in activities or use the amenities of the Farm, including, but not limited to, the arenas, trails, walking paths, parking areas or other area or equipment not heretofore mentioned, and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, the Undersigned hereby:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks known and unknown associated with equine activities and with visiting Four Star Farm/Emerald Hills ("Farm") premises and handling, caring for and riding horses on the premises. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, even the most docile horse may occasionally act or react in one of the above mentioned behaviors that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Rider also understands that there may be other domestic animals on the Farm premises, and that wild animals may come onto the Farm property from time to time. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. The risks assumed while present on the Farm premises for any purpose include the risk that the Released parties, their directors, officers, members, employees, contractors or agents (collectively referred to as "Manager") may be negligent. Rider also assumes responsibility for the loss of any personal property while on the premises. Rider agrees to abide by and follow Manager's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager. (\_\_\_\_\_) Initial here)

2. Acknowledge that the Farm might have, at any time, unprotected, unfenced areas, including but not limited to the shop, storage areas, and any area under construction, where a loose horse might run through and stumble, fall, break a leg or die. Furthermore, equipment and machinery, large or small, including but not limited to tractors, bulldozers, back-hoes, harrows, disks, seeders, equipment trucks, trailers, mowers, and golf carts, driven by the Farm's Releasees, independent contractors, other boarders, utility companies, neighbors or guests, as well as any other animal on the farm such as, but not limited to dogs, cats, goats, donkeys, cows, llamas, birds, and coyotes, wild or owned by the Releasees, independent contractors, boarders, utility companies, neighbors or guests, could spook or upset a horse causing it to buck, fall, kick, and run loose, all of which might cause the rider to fall and result in serious injury or death, and might cause the horse to run loose and collide with the aforementioned equipment and/or machinery and to run through the aforementioned unfenced,unprotected areas. (\_\_\_\_\_) Initial here)

3. The moment that the Undersigned's horse, whether in a vehicle or on foot, enters the Farm, the

Undersigned agrees to RELEASE, DISCHARGE AND PROMISE NOT TO SUE for all bodily injury and property damage the Undersigned 's horse may incur including, but not limited to, sickness, disease, theft, injury or death. This includes, but is not limited to, all bodily injury and property damage against the Farm including those arising out of negligence on part of Releasees, the Farm's agents and/or employees.  
(\_\_\_\_\_ Initial here)

4. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Manager and the facilities located thereon. (\_\_\_\_\_ Initial here)

5. I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider is responsible for his/her own safety.  
(\_\_\_\_\_ Initial here)

6. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable. (\_\_\_\_\_ Initial here)

7. Agree that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provide "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 waives the application of section 1542 of the Civil Code and voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THE SIGNIFICANCE AND CONSEQUENCES OF THIS WAIVER OF SECTION 1542 OF THE CIVIL CODE IS THAT EVEN IF THE UNDERSIGNED SHOULD EVENTUALLY SUFFER DAMAGES ARISING OUT OF THE ABOVE DESCRIBED ACTIVITIES, THE UNDERSIGNED WILL NOT BE PERMITTED TO MAKE ANY CLAIM FOR THOSE DAMAGES. The Undersigned understands the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown, foreseen or unforeseen, patent or latent, and specifically but non-exclusively, all claims arising out of the matters set forth 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 tort or any other claims or cause of action. Furthermore, I acknowledge that I intend these consequences even as to claims for injury or damages that may exist as of the date of the release, but which I may not know exist, and which, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. (\_\_\_\_\_ Initial here)

8. The Undersigned 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 the 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. (\_\_\_\_\_ Initial here)

9. IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET that conforms to current ASTM/SEI specifications (NOT A TROXEL) at all times while riding at Farm. I have read this document. I understand it is a promise not to sue and to release and indemnify the Farm, its owners, employees and agents 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, engage in any activity on/at the Farm, or simply be on the Farm. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding, horse handling experience, and visiting the Farm, and acknowledge that the same is valuable consideration for this Release and Waiver of Liability. (\_\_\_\_\_ Initial here)

_____	_____	_____
Rider	date	phone
_____	_____	_____
Parent or Guardian	date	email