

PEARADISE TRAINING STABLE

RIDER'S RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WHEREAS, I understand and acknowledge that activities involving horses ("Equine Activities"), including but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity as well as to the person or property of others; and

WHEREAS, I understand and recognize and warrant that this Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of any equine professionals to include any activity, whatsoever, involving horses, including death, personal injury and/or damage to property.

WHEREAS, I recognize and agree that I have represented myself and "the participant" to have sufficient equine knowledge to engage in the "equine activity" and for me to relieve, release and hold harmless from any continuing duty to monitor my equine activities.

NOW THEREFORE, in consideration of being granted access and/or use of the facility of Gregg and Karie Hall & The Hall Family Trust (Pearadise Training Stable) for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

1. **Assumption of the Risk.** I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including, but not limited to, those matters set forth in the above recitals) and damage to or destruction of my property or the property of others, caused by my engaging in any Equine Activity either on the premises of Gregg & Karie Hall, The Hall Family Trust (Pearadise Training Stable), or elsewhere, unless such bodily injury or property damage is attributable in full or in part to the gross negligence of Gregg & Karie Hall, The Hall Family Trust (Pearadise Training Stable). My responsibility includes, but is not limited to, payment of (i) medical costs for myself and others that I may have injured, (ii) costs to replace my own property or the property of others that I may have lost, destroyed, or damaged, and (iii) damages for other non- medical and non- property items such as pain and suffering and lost wages, etc.

2. Release, Waiver of Liability and Discharge of Claims.

(a) I hereby release, waive, and discharge any and all claims that I may now or in the future have for damages against including its owners, occupants, tenants, subtenants, and the respective affiliated entities or persons of anyone or more of them, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damage to my property or that of others, attributable to my engaging in Equine Activities, or my presence on Gregg & Karie Hall, The Hall Family Trust (Pearadise Training Stable) premises.

(b) I acknowledge that I am required to wear AHSA approved headgear with chin strap while jumping and while riding. I understand and acknowledge that the risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive, and discharge, including its owners, and the respective affiliated entities or persons of anyone or more of them, against any and all claims that I may now or in the future have for damages resulting from my failure to wear headgear while riding either on the premises or at an offsite facility.

(c) This release is intended to release, waive and discharge, in advance, together with its owners, occupants, tenants, subtenants, and their respective affiliates or persons of anyone or more of them, from and against any liability arising out of or connected in any way with my or my guests or invitees engaging in any Equine Activities on the premises or in any activity in which Gregg & Karie Hall, The Hall Family Trust (Pearadise Training Stable) representative is required to attend on my behalf, and/or my or my guests or invitees presence on the premises, even though such liability may be attributable, in full or in part, to the negligence, recklessness or misconduct of one or more of such persons or entities.

(d) Medical Authority. I, [redacted] (participant, or if minor, parent/guardian) hereby grant permission and authority to Gregg & Karie Hall, The Hall Family Trust (Pearadise Training Stable), its owners to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release its owners, occupants, tenants, subtenants, and their respective affiliates or persons of anyone or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above.

(e) In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the facility, I promise not to sue or demand any money or anything else of value from, including any of its owners, occupants, tenants, subtenants, and their respective affiliates or persons of anyone or more of them.

3. **Indemnification.** I agree to completely indemnify and hold harmless, including any of its owners, occupants, tenants, subtenants, and their respective affiliates or persons of anyone or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

4. **Binding Nature of Agreement.** I agree that this Agreement shall be binding on my personal representatives, heirs and assigns.

5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal substantive laws of the State of California, without regard to the choice of law rules thereof. I hereby submit to the in personam jurisdiction of the State of California. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Placer County, California.

6. **Severability.** In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

Executed this [redacted] day of [redacted] 2010

Participant Signature

Print Participants Name

MINORS:

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and in consideration of allowing the below named minor onto its premises and/or allowing such minor to participate in Equine Activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

If under 21, signature parent or guardian is required

Print Participant Name

Parent/Guardian's Signature

Print Parent/Guardian Name