

SILVER GLEN STABLES

RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, hereby enter into this RELEASE AND INDEMNIFICATION AGREEMENT ("Release") in favor of Craig and Linda Van Kirk, Silver Glen Stables, Inc. ("Stable"), and each of their respective employees and agents (collectively, the "Released Parties" and each a "Released Party"); and, in consideration for the Released Parties' permission to enter onto the premises of Stable and participate in the sport of horseback riding and other related activities, and to use the facilities of the Stable (whether or not such use is for compensation to any person), I agree as follows:

1. HAZARDOUS ACTIVITY.

I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE HAZARDOUS ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND ENTERING INTO THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I am aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals, and that all horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run, and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger, or reflex actions in the horse. I am aware and understand that serious, permanent bodily injury and disability or death of myself, or others within the vicinity of horses, may result from the handling, care, or riding of horses, or entering into the vicinity of horses, and that horses and other property belonging to me or others may be killed, injured, or damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE, OR DEATH TO MYSELF AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION, AND LOSS OF MY PROPERTY AND OTHER PERSON'S PROPERTY ARISING FROM THE HANDLING, CARE, OR RIDING OF HORSES AT THE STABLE BY ME OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. 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.

2. CONDITIONS AT THE STABLE.

I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles continuously enter and exit Stable property in close proximity to the areas, and in the same areas, in which horses are kept, groomed, and ridden; and, that tractors and other machinery are used on a daily basis in the operation, maintenance, and repair of Stable' facilities; and, that people are working, walking, running, riding, and handling horses, lunging, and "turning out" horses; and, that dogs may be barking or running loose; and, that cats may be running loose; and, that other domesticated and/or non-domesticated animals may be running loose; and, that flags and other objects may be waving; and, that other activities, conditions, and distractions may be occurring at, in or about Stable's facilities, all on a daily basis, and in close proximity to horses. Further, I am aware and understand that such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner, without warning. **I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND/OR LOSS THAT MAY RESULT TO ME OR ANY OTHER PERSONS, AND TO MY HORSE OR PROPERTY AND TO OTHER PERSONS' HORSES OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE.**

I am aware and understand that the riding arenas at Stable's facilities are outdoors, and that rain or run-off may enter the arenas, causing the riding surface 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 and other grounds and fields Stable's facilities may at any time be wet, icy, slippery, rutted, eroded, rocky, or contain holes. **I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS TO MYSELF AND TO ANY OTHER PERSON, AND TO MY HORSE OR PROPERTY AND OTHER PERSONS' HORSES AND PROPERTY, WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITION OF THE RIDING SURFACE OF THE ARENAS, GROUNDS AND FIELDS AT THE STABLE, AND RIDING, TRAINING, OR EXERCISING HORSES IN SUCH ARENAS, GROUNDS, OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.**

3. RIDING LESSONS.

If I participate in riding lessons at Stable's facilities, I agree that I, and not the instructor or any other person, am responsible for maintaining control of the horse I ride.

4. EMERGENCY VETERINARY CARE.

If my horse or another horse in my possession or under my control becomes sick or injured, it may be necessary (or reasonably appear necessary) for immediate veterinary first aid or care to be administered, and it may be necessary to transport such horse to a veterinary clinic or

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other facility at which veterinary care may be administered. I agree that the Released Parties may administer or arrange for first aid to my horse and any other horse in my possession or under my control and may transport such horse to a veterinarian or veterinary care facility. I further agree that if any of the Released Parties reasonably believe that my horse or any other horse in my possession or under my control requires emergency veterinary care, and if they are unable to contact me in such emergency situation, they may, at my own expense and risk, call a veterinarian of their choice to administer veterinary care to such horse. Any such care or transportation shall be at my own expense and risk, and I agree to reimburse the Released Parties for any such expense(s) paid by them.

I understand and agree that nothing in this Release creates any duty on the part of the Released Parties to administer any type of aid to, arrange for transportation for, or obtain veterinary care for my horse or any horse in my possession or under my control.

5. PERSONAL PROPERTY.

I agree that if I bring any personal property to Stable's facilities, and if I store or leave any personal property at Stable's facilities (including property left in any tack room, box, or locker), I will do so at my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), or theft of any such property.

6. AGREEMENT NOT TO SUE.

I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling, care, or riding of horses, or the use of Stable's facilities, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for such transportation, aid, or care, whether caused by negligence of any of the Released Parties or otherwise.

7. RELEASE.

On behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, **I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTIONS, AND LIABILITIES, EITHER IN LAW OR IN**

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EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm whatever nature whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation in the handling, care, or riding of horses, or the use of the facilities of the Stable, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses or failure to arrange for such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise; provided, that nothing in this paragraph shall be deemed to release any Released Party from liability arising from (a) their own willful injury to me or any other person or any property, (b) their own fraud, or (c) their own violation of any law.

Further, I hereby waive the provisions 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."

8. INDEMNIFICATION.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorneys' fees) arising from or in connection with the injury, illness, or death of myself or any person whom I bring or invite to Stable's facilities, or otherwise permit to be in the vicinity of any horse(s) in my possession or under my control, or damage, destruction, or loss of any of my or their property.

9. PARENT PERMISSION/INDEMNIFICATION.

IF I AM UNDER EIGHTEEN (18) YEARS OF AGE, I have the permission of my parent or guardian to enter into this Release, which is acknowledged by the signature of my parent or guardian below.

Furthermore, and to the extent that I, my parent or guardian, my legal representative, or a legal representative of my estate, later disaffirm(s), or attempts to disaffirm, any provision, promise, duty or obligation under this Release, **MY PARENT, GUARDIAN OR LEGAL REPRESENTATIVE, BY HIS OR HER SIGNATURE BELOW, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS** each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs, and expenses (including, but not limited to, attorneys' fees) arising from or in connection with the injury, illness, or death of myself or any person whom I bring or invite to Stable's facilities, or otherwise permit to be in the vicinity of any horse(s) in my possession or under my control, or damage, destruction, or loss of any of my or their property.

10. SPONSORS AND INVITEES.

I AGREE THAT I WILL NOT PERMIT ANY PERSON (OTHER THAN THE RELEASED PARTIES) TO RIDE MY HORSE AT THE STABLE UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO THE RELEASED PARTIES, OR THEIR AGENTS, A PROPERLY EXECUTED FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY STABLE. I agree that the damages to the Released Parties that may arise from a breach of this paragraph include (a) liabilities that would have been released under this Release, and (b) costs and expenses of defending the Release; and, I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

11. REPRESENTATIONS AND WARRANTIES.

I REPRESENT AND WARRANT THAT (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND PROVISIONS, AND I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE AND BY MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY, AND (b) I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY, AND THAT IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

12. SEVERABILITY.

If one or more parts of this Agreement are found or adjudicated to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

13. CERTAIN LIMITATIONS OF RELEASE.

The provisions of this Release shall not be enforceable by any persons or entities other than the Released Parties. This Release shall not apply to any injury, illness, death, or disability of any horse(s) caused by the failure of Stable to provide regular food, water, or other items to my horse, to the extent that any of the Released Parties are contractually required to provide such items.

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Date: _____, 20 _____

Signature

Parent's or Guardian's Signature, if applicable
(See Paragraph 9, PARENT PERMISSION/INDEMNIFICATION, above.)

Please print:

Name _____

Address _____

City State Zip

Home Phone Number (____) _____

Work Phone Number (____) _____

Print for Parent or Guardian, if applicable:

Name _____

Address _____

City State Zip

Home Phone Number (____) _____

Work Phone Number (____) _____