

WAIVER AND RELEASE OF LIABILITY
GRACE RIDING ACADEMY, LLC

I, _____, (“Releasor”) Owner or Participant acknowledge that I have voluntarily requested to participate in Equestrian Activities at BROOKSHIRE FARMS ORCUTT (“BROOKSHIRE”) and GRACE RIDING ACADEMY, LLC (“GRACE”):

I AM AWARE OF THE INHERENT RISKS INVOLVED WITH COMBINED TRAINING, JUMPING, TRAIL RIDING, CONDITIONING, MOUNTED GAMES, AND ALL OTHER FORMS OF EQUESTRIAN ACTIVITIES INCLUDING TEACHING, TRAINING AND COACHING (“Equestrian Activities”) AND I UNDERSTAND THAT I MAY BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THE ABOVE LISTED EQUESTRIAN ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

Owner/Participant’s Initials _____ Parent or Guardian’s Initials _____

NOTICE OF INHERENT RISKS:

The undersigned acknowledges that horses are prone to react unpredictably to outside stimulation such as, but not limited to, sounds, sudden movement, unfamiliar objects, treatments, persons, and other animals; that horses are prone to injury from hazards, including, but not limited to, surface and subsurface conditions, sickness, disease, and collisions with persons, other animals or objects; horses have the propensity to behave in ways that can result in injury, harm, or death to the horse as well as persons on or around them. Equestrian Activities are thus inherently dangerous and involve risk of injury and even death to the horse and other animals and persons on or around them. The undersigned further acknowledges that the risks associated with Equestrian Activities cannot be eliminated regardless of the care taken to avoid injury.

Owner/Participant’s Initials _____ Parent or Guardian’s Initials _____

RELEASE OF LIABILITY:

In consideration for being permitted to participate in the Equestrian Activities on the BROOKSHIRE premises and facilities and utilize GRACE services, staff, equipment, and horses, I hereby expressly hold harmless and release GRACE and BROOKSHIRE, its agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers (collectively, “Releasees”) of all claims, demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, legal representatives now have or may have in the future for causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, for economic or non-economic loss, bodily injury, death, property damage, injury to the Owner’s horse while in the custody and care of Releasees, including those losses and injuries arising out of acts or omissions of Releasees or injury arising out of my participation in Equestrian Activities, the negligence or other acts, whether directly connected to these Equestrian Activities or not and however caused, by an Releasee or the condition of the premises where these Equestrian Activities occur, whether or not I am then participating in the Equestrian Activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue or

attach property of any Releasee in connection with any of the matters covered by the foregoing Release and Waiver of Liability.

Owner/Participant's Initials _____ Parent or Guardian's Initials _____

INDEMNITY:

I also agree to indemnify, defend and hold harmless GRACE and BROOKSHIRE, its agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations from and against any and all loss, penalties, fines, claims, actions, lawsuits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or resulting from, or in connection with my involvement with any Equestrian Activities, and to reimburse it for such expenses incurred.

The undersigned acknowledges that in the event GRACE provides teaching and/or training at a boarding, leasing facility or property other than BROOKSHIRE ("External Property"), it is the sole responsibility of the undersigned to make all necessary arrangements to give GRACE access to and permission to provide teaching and/or training at the External Property. I further agree to indemnify, defend and hold harmless GRACE, its agents, employees, officers, directors, representatives, assigns, members, affiliated organizations from any and all loss, penalties, fines, claims, actions, lawsuits, procedures, costs, expenses, damages, injury or death and liabilities, including attorney's fees, arising out of or resulting from, or in connection with the conditions, ground quality, jumps, arenas, fencing and my involvement with any Equestrian Activities at the External Property and to reimburse it for such expenses incurred.

Owner/Participant's Initials _____ Parent or Guardian's Initials _____

ACKNOWLEDGMENT OF UNDERSTANDING:

I have read this Waiver and Release of Liability, fully understand its terms and **understand that I am giving up substantial rights, including my right to sue.** I confirm that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

If signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver of Liability were explained to the me and the Participant and that we understood them and I agree to the above on behalf of the Participant.

Executed at _____, Santa Maria, CA on _____, 20__.

PARTICIPANT: _____ (Signature)

Print Name: _____

PARENT OR GUARDIAN: _____ (Signature)

Print Name: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

IN CASE OF AN EMERGENCY OR ILLNESS

In case of illness or an emergency, the undersigned gives permission to Grace Riding Academy, LLC, it employees, agents, owners to treat _____ (Participant's Name), by providing first aid and/or paramedical personnel. The undersigned also grants the use of anesthetic if deemed necessary by a treating physician or surgeon. The undersigned understands that, in the case of a minor, an attempt will be made to contact a parent or legal guardian before the minor is referred/transferred to a physician, paramedic, surgeon and/or hospital for treatment.

Participant's Name: _____

Participant's Address: _____

Emergency Contact: _____

Emergency Contact's Relationship to Participant; _____

Emergency Contact's Cell No. _____

FOR MINORS:

Minor's Name: _____

Minor's Age: _____

Name of Parent for Minor: _____

Telephone Number of Parent _____ cell

List any current medications and any allergies to drugs or medications:

