



**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**
Royal Ridge Equestrian Center
15069 Sycamore Canyon Rd., Poway, CA 92064

GUEST OF _____

8. **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.

9. 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.

10. Agrees 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.

11. 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 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.

12. 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.

13. IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE 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.

(PLEASE INITIAL HERE): _____.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to Royal Ridge Equestrian Center 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 and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Name: _____

Signature _____

Date: _____