

Sherrill Shotigian-Ross "Summer Wind Ranch" 11420 Randolph Road Wilton, CA 95693

Release and Hold Harmless Agreement

The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider and spectator. The Undersigned acknowledges that horse-related activities are dangerous and that horses themselves have unpredictable temperaments which can sometimes cause injury. The undersigned acknowledges that even the most experienced horse trainer, participant or horse owner cannot predict how each individual horse will react in a variety of situations and cannot guarantee my safety. THEREFORE, BY SIGNING BELOW, I KNOWINGLY ASSUME THE UNAVOIDABLE RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO BODILY INJURY AND PHYSICAL HARM TO HORSE, RIDER AND SPECTATOR, AND AGREE TO THE FOLLOWING ON BEHALF OF MYSELF, MY SPOUSE AND MY CHILDREN, IF ANY:

- 1.) I HEREBY RELEASE AND **SHERRILL DENISE SHOTIGIAN-ROSS & "SUMMER WIND RANCH"** (HEREINAFTER COLLECTIVELY KNOWN AS "RELEASEES") FROM ALL ACTIONS, CLAIMS OR DEMANDS I MAY NOW OR HEREAFTER HAVE FROM INJURY, DEATH OR DAMAGE RESULTING FROM MY PARTICIPATION IN ANY HORSE-RELATED ACTIVITIES AT 11420 RANDOLPH ROAD, WILTON, CA 95693 OR ANY OTHER LOCATION.
- 2.) I also **EXPRESSLY WAIVE** any rights I may have under California Civil Code 1542, which states: "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."
- **3.**) I agree that I will **DEFEND, INDEMNIFY AND HOLD HARMLESS** Releases against all claims, demands, and causes of action, including court costs and actual attorney's fees, arising from any proceeding or lawsuit brought against them due to any act done by me, or brought by me or for my benefit.

Initial here \rightarrow

____ I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND IDENMNITY AGREEMENT CAREFULLY AND COMPLETELY, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND RELEASEES, AND I SIGN IT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, AND THAT I RELY ON NONE. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME

Print Name

If minor, print child or children's names

Signature of Participant, Parent or Guardian

Dated

ALL STUDENTS AND RIDERS ARE ENCOURAGED TO WEAR A RIDING HELMET ALL RIDERS UNDER THE AGE OF 18 YEARS ARE REQUIRED TO WEAR A RIDING HELMET, NO EXCEPTIONS!

Initial here \rightarrow

I AM OVER THE AGE OF 18 YEARS AND ACKNOWLEDGE BY SIGNING ABOVE THAT IF I CHOOSE <u>NOT</u> TO WEAR A RIDING HELMET DURING ANYTIME ON A HORSE AT SUMMER WIND RANCH, I AM PERSONALLY ASSUMING ALL THE INHERENT RISKS AND RESPONSIBILITY THEREOF.