

GIANT STEPS THERAPEUTIC EQUESTRIAN CENTER, INC.
AND
RIVERSIDE EQUESTRIAN CENTER

RELEASE AND INDEMNIFICATION AGREEMENT

GENERAL RELEASE – PLEASE READ CAREFULLY

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT (“Release”) is entered into by the undersigned in favor of Giant Steps Therapeutic Equestrian Center, Inc., Giant Steps’ volunteers, agents, employees, horse lessors, officers, directors, or representatives, Howard Herman, Marcia Herman, Meredith Herman, Ashley Herman, Riverside Equestrian Center, and Burgundy Farms and each of their respective owners, officers, directors, employees and agents (collectively, “Released Parties”). In consideration of my being permitted by Giant Steps Therapeutic Equestrian Center, Inc., Howard Herman, Marcia Herman, Riverside Equestrian Center, and Burgundy Farms or one or more of the owners, employees, officers, directors, and/or agents, to participate in the sport of horseback riding and/or the boarding of horse(s) at Riverside Equestrian Center (herein “Ranch”), and to use the facilities of the Ranch (whether or not such use is on a pay basis), I acknowledge and agree as follows:

1. HAZARDOUS ACTIVITY. I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL THE RISK THEREOF. I am aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will, among other things, 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 (domestic or wild), 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 being in the vicinity of horses, and that horses and other property belonging to me or others may be, as applicable, 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/OR LOSS OF MY PROPERTY, INCLUDING BUT NOT LIMITED TO MY HORSE, AND OTHER PERSONS’ PROPERTY, INCLUDING BUT NOT LIMITED TO THEIR HORSE, ARISING FROM THE HANDLING, CARE, OR RIDING OF HORSES AT THE RANCH 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 APPROPRIATE CLOSED-TOE FOOTWEAR AS SUITABLE TO THE RIDER’S PROGRAM.

2. CONDITIONS AT THE RANCH. 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 the Ranch property in close proximity to the areas, and in the same areas, in which horses are kept, groomed, and ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance, and repair of the Ranch. People are working, walking, running, riding, handling, lunging and/or “turning out” horses. Dogs bark, flags and other objects wave, and other activities, conditions, and distractions occur at the Ranch, all on a daily basis, and in close proximity to horses. 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 LOSS

THAT MAY RESULT TO ME OR ANY OTHER PERSON AND/OR TO MY HORSE OR PROPERTY AND TO OTHER PERSON'S HORSE OR OTHER PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE.

I am aware and understand that the **Giant Steps** riding ring is only partially enclosed, and that rain or run-off may enter the rings causing the riding surface to become slippery. The slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the rings, roads, and other grounds and fields at the Ranch may at any time be wet, icy, slippery, rutted, eroded, or 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 TO ANY OTHER PERSON'S HORSE AND/OR PROPERTY WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITIONS OF THE RIDING SURFACE OF THE RIDING RING, GROUNDS, AND FIELDS AT THE RANCH AND RIDING, TRAINING, OR EXERCISING HORSES IN SUCH RINGS, GROUNDS, OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

3. PERSONAL PROPERTY. I agree that if I bring any personal property to the Ranch, and if I store or leave any personal property at the Ranch (including any personal property left in any tack room or barn) 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 including but not limited to a Released Party or theft of any such personal property.

4. 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 the facilities at the Ranch, 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 any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

5. 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 ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on 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 by 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 Ranch, 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 any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in this Section 5 shall be deemed to release any Released Party from liability arising from: (a) his own willful injury of me or any other person or any property, (b) his own fraud, or (c) his own violation of any law.

6. 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 the Ranch, or otherwise permit to be in the vicinity of any horse of mine or in my possession or under my control, including, but not limited to, the damage, destruction, or loss of any of my or any person's property including, but not limited to horses.

7. 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; (b) I AM 18 YEARS OF AGE OR OLDER, AND I AM LEGALLY COMPETENT TO ENTER INTO THIS RELEASE; (c) NO PROMISE, INDUCEMENT, OR AGREEMENT HAS BEEN OFFERED OR MADE TO ME IN CONNECTION WITH MY EXECUTION AND DELIVERY OF THIS RELEASE, AND (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. 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/OR ASSIGNS.

8. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

9. UNKNOWN CLAIMS WAIVED. I acknowledge that I understand the following statutory language of California Civil Code Section 1542:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Having been so apprised, I specifically waive any right I may have under California Civil Code Section 1542 as to unknown or unsuspected claims.

10. COMPLETE AGREEMENT. This Agreement constitutes the entire Agreement among the parties and supersedes any prior agreement or understanding among them.

11. GOVERNING LAW. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of California.

12. CONSENT TO ARBITRATION. Should any dispute arise relating to the subject matter of this Agreement, the parties agree to submit the dispute to binding arbitration in Sonoma County, California, pursuant to the rules of the American Arbitration Association.

Signature

Printed Name

DATED _____

