



LIABILITY RELEASE & WAIVER

Horse Owner's Name: _____

BOARDER AND GUEST AGREEMENT RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THE UNDERSIGNED AGREES AS FOLLOWS:

I acknowledge that any handling of horses contains inherent risks of injury and damage to me personally, to my horse, and to my equipment. Understanding these facts, I nevertheless, in consideration to your acceptance of this form, assume the risks of such activities, and hereby for myself, my heirs, executors and administrators waive, release, and discharge and hold harmless Serenity Retirement Boarding, LLC, its owner, board of directors, officers and all individual members thereof and all other persons and organizations in any way connected with the events, property, boarding, lessons or any other activity described herein, their representatives, heirs, executors, administrators and assignees from any and all right, claim, claims of negligence or liability for damages or for any and all injuries that might be sustained by me including injuries to animals or from any and all claims of any kind or nature that I might have as a result of, or arising out of my participation in any equestrian related activity. Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act or the acts of anyone or any animal. I further agree that I will defend, indemnify and hold harmless Serenity Retirement Boarding, LLC, its owner, officers, directors, members and agents or any of them against all claims, demands, and causes of action including court costs, and attorneys fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims.

I acknowledge and recognize that there are SUBSTANTIAL RISKS involved in horseback riding and equestrian activities which include, but are not limited to, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death. Horses are unpredictable and they may react to the conduct and actions of other riders and persons. Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noise, light, vehicles, other animals, or objects. Equestrian activities involve equipment that may break, fail, or malfunction. Other owners, guests, visitors, boarders, trainers, or employees may not control their animals, or ride within their ability, and cause a collision or other unpredictable consequence. Equestrian activities may be conducted in areas which are subject to constant change in condition according to weather, temperature, aid natural and man-made changes in the landscape, including the riding ring, where objects are not marked and hazards may not be visible; where trails are not groomed, maintained or controlled; where weather is changeable, unpredictable and dangerous; and where lightning, thunder, beehives, streams, creeks, fallen timber, animals and other natural hazards and dangers exist.

OTHER RISKS

I acknowledge and recognize that there are other risks, hazards and dangers that are associated with equestrian activities in an outdoor environment, I further affirm that the description of the risks in this document is not a complete list and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.

In the event the Boarder should use or have available a trailer for the transportation of any horse, including the boarded horse, whether said trailer is owned, leased or contracted for, Boarder agrees to defend and hold harmless the Stables for any cost, expense, claim, damage, personal injury or property damage as result of use of said trailer, including damage to trailer or horses transported therein. Stables reserves the right to have any abandoned or unauthorized trailer on the Stables property to be removed by local law enforcement and Boarder shall hold harmless Stables for such actions.

_____ Initials

INDEMNITY

I hereby agree to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or the minor or by anyone on behalf us, personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horse related activities that the I or the minor may engage in or any other related equestrian activities for whatever period said activities may continue, whether caused by the negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim of any kind against the Released Parties as a result of any damage, injury, paralysis or death to myself or the minor or our property and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of participation in the equestrian related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand. If any provision of this agreement is deemed unenforceable the remaining provisions shall remain enforceable.

NATURE OF HORSES

I further acknowledge that no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but not limited to, stopping short, changing directions or speed at will, shifting weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from danger.

Owner Signature: _____

Printed Name: _____

Date: _____

AGREEMENT FOR MINORS USE OF FACILITIES

MINORS MUST HAVE THE FOLLOWING SECTION SIGNED BY THEIR PARENT OR LEGAL GUARDIAN(S)

We the undersigned parents of for and in consideration of our child's participation in equestrian activities at Serenity Retirement Boarding, LLC facilities state that we have read the release, waiver, assumption of the risk and indemnity agreement written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless shall apply to and be binding upon us, our insurer, and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child or his or her horse may sustain or cause as a result of said participation. We further warrant we have health and accident insurance on said minor.

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____