



Release of Liability

Nohl Ranch Saddle Club Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Assumption of Risk and Indemnification Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOU CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF NOHL RANCH SADDLE CLUB, ITS INSTRUCTORS, ITS OWNERS, VOLUNTEERS, AND AGENTS("RELEASEE").

I, _____ (and my minor child) _____
(hereinafter the "undersigned"), residing at (street address), _____
in (city) _____, (State), _____, (zip) _____. In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses, and assigns, THE UNDERSIGNED HEREBY:

1. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance. I voluntarily assume the risk and danger of injury or death inherent in the handling or riding of a 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 use of saddles, bridles, equipment and gear provided to me by Releasees.
2. Acknowledge that a horse or pony may, without warning or any apparent cause, buck, stumble, fall, rear, bite, run, make unpredictable movements, spook, jump obstacles, step on a person's foot or any other part, push and shove a person, saddles or bridles may loosen or break-all of which may cause the rider to fall or be jolted, resulting in serious injury or death to the Undersigned or any person within close proximity of a horses.
3. RELEASE, DISCHARGE AND PROMISE NOT SUE the Releasees for any loss,damage, injury (including death) or cost to me or my child arising out of the handling or riding of a 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 use of saddles, bridles, equipment and gear provided by Releasees. I hereby release the Releasees from any claim that suchReleasees were negligent in connection with my or my child's riding a horse including but limited to training or selecting horses, maintenance, care, repair, upkeep or adjustments of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by the Releasees or being on the premises of the Stable, which resulted in loss, damage, injury or death.
4. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees from and against any loss liability, damage, or cost they may incur arising out of or in any way connected with either me or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stables



or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided by Stable or any Releasees.

5. Agree to abide by and follow any instructions given to me or my child, or rules established by the Releasees or any of its employees, agents, instructors, guides, wranglers, or volunteers with regards to me or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stables or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith.
6. Agree that I, the Undersigned, have read and understood the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creator does not know or suspect to exist in his favor at the time of executing the release wish, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Releasees 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 non-exclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this arising release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.
7. Agree that the foregoing release and waiver of liability, assumption or 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. I, the Undersigned, acknowledge that this document is a contract and agree that if a law is filed against, Nahl Ranch Saddle Club, LLC., or its owners, agents, employees, guides, instructors, wranglers, volunteers 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.
8. UNDERSTAND AND ACKNOWLEDGE THAT A PROTECTIVE HELMET IS NECESSARY FOR MY OWN AND MY CHILD'S SAFETY. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS REQUIRED FOR ANYONE UNDER THE AGE OF 18 YEARS OF AGE AND IS RECOMMENDED FOR ALL RIDERS. ALL RIDERS OVER THE AGE OF 18 YEARS OF AGE THAT CHOOSE TO RIDE WITHOUT A HELMET DO SO AT THEIR OWN RISK.
9. Agree that any controversy or claim out of or relating to this Release or the breach thereof, shall be settled by arbitration administered by the JAMS (Judicial Arbitration and Mediation service, Inc) or the other alternative dispute resolution organization within 50 miles of Nohl Ranch Saddle Club, LLC., and the opposing party to this Agreement. The organizations shall select an arbitrator from a provided list of at least 5 proposed arbitrators from which each side may strike not more than 2 names. If each side proposes from different organizations, the least expensive selected shall arbitrate the matter. If both organizations cost the same, the closest to the premises will be used. The arbitrator shall be a



retired California judge, or attorney with at least 30 continuous years of lawyering experience. JAMS “Streamlined Arbitration Rules & Procedures” shall apply and are available here:<https://www.jamsadr.com/rules-streamlined-arbitration/>

Arbitration is self-executing; the arbitrator shall determine all issues including whether the dispute is covered and may be arbitrated or not arbitrated. 1. Discovery is allowed per Federal Rules of Civil Procedure, not more than three dispositions, all other forms of discovery and pretrial motions allowed, to be governed by federal procedure, unless for good cause the arbitrator allows more or less discovery. 2. The decision of the arbitration is final. Arbitrator to apply legal standards based on preponderance of legally admissible evidence. All claims and defenses are permitted for all parties, including res judicata, collateral estoppel, and the inherent power to sanction improper, abusive, vexatious litigants and frivolous conduct.

I have read and understood this document. I will not sue and I release all claims. Further, I indemnify and hold harmless Nohl Ranch Saddle Club, LLC., its instructors, owners, agents, employees, and volunteers for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasee allowing me or my child to ride or handle a horse. I have concluded that risks involved and the Releasee and Waiver of Liability are worth the pleasure of the horseback riding experience and acknowledge that the same is valuable consideration for this Release and Waiver of liability.

HORSE’S NAME /HORSE OWNER’S/PROGRAM NAME:

I have read and understood the above Release and agree to abide by its terms.

NAME (PRINT)

SIGNATURE

DATE

PARENT / GUARDIAN NAME (PRINT) (IF UNDER 18)

SIGNATURE

DATE
