

Release of Liability (Orange County)

The Lee Living Trust Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE LEE LIVING TRUST FOR DAMAGES IN THE CASE OF INJURY OR DEATH.

READ IT CAREFULLY BEFORE SIGNING.

I, _____, hereby agree to the following Liability Wavier, Release, Express Assumption of Risk, and Indemnification Agreement ("Agreement") with the Lee Living Trust (the "Owner") on behalf of myself (and my minor child(ren) _____), if applicable.

In consideration for allowing me or my minor child access to 7715 E. Lolita Street, Orange, CA, 92869 (the "Premises") for the purposes of participating in equine-assisted psychotherapy at the Premises by Rise Canyon Ranch ("Lessee") or visiting someone else who rides, handles or keeps horses on the Premises, whether professionally or personally (collectively, the "Activities"), I AGREE to all of the following.

I understand that by agreeing to this Agreement, I consent to waive certain legal rights, including the right to sue the Owner and its trustees, beneficiaries, employees, agents, representatives, assigns, affiliated persons, insurers, and others acting on its or their behalf for any physical, mental, emotional, material, tangible, or intangible loss or damages that may happen to me during my participation in any Activities.

1. I AGREE that I choose to participate voluntarily in the Activities whether visiting in a professional or personal capacity or as a patient, rider, driver, handler, lessee, owner, agent, coach, trainer, spectator, or as a parent or guardian of a minor participating in such Activities. I am fully aware and acknowledge that horses, horse-related activities, and the Activities set forth herein involve inherent dangerous risks of accident, loss, serious bodily injury, including broken bones, head injuries, trauma, pain, suffering and even death ("Harm"). I also understand that these are only some of the Harms, and I agree to assume others without limitation. I do not rely on the Owners to list all possible Harms to me. For purposes of this Agreement "Horse" shall mean any equine.
2. I AGREE to release the Owner, its trustees, beneficiaries, employees, agents, representatives, assigns, affiliated persons, insurers, and others acting on its or their behalf (collectively, the "Indemnified Parties") from any and all claims for money, damages, or otherwise for any Harm to me, my minor child(ren) (if applicable), or my personal property and for any Harm caused by me, my minor child(ren), or my personal property to others, even if the Harm resulted, directly or indirectly, from the negligence of the Indemnified Parties.
3. I AGREE to expressly assume all risks of Harm to me, my minor child(ren), and my personal property, including Harm resulting from the negligence of the Indemnified Parties.
4. I AGREE to indemnify (that is, to pay any and all losses, damages, or costs incurred by) and defend with counsel reasonably acceptable to the Indemnified Parties, the Indemnified Parties and to hold them harmless with respect to all claims for Harm to me, my minor child(ren), or my personal property, and for claims made by other for any Harm caused by me, my minor child(ren), or my personal property.
5. I AGREE that neither I nor any member of my family or my heirs, administrators, personal representatives, successors, and assigns will sue any Indemnified Party because of my participation in any Activities at any time, and I understand that this Agreement shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Agreement. I AGREE to the same on behalf of my minor child(ren).
6. I understand that wearing protective equipment is STRONGLY ENCOURAGED and wearing an ASTM/SEI certified helmet while mounted or driving is MANDATORY for all minors. I further understand that no protective equipment can guard against all Harm.
7. If for any reason, I or my minor child(ren) require emergency medical treatment or attention while participating in any Activities, I understand and agree that such medical costs are mine and mine alone, regardless of whether the Owner, Lessee, myself, or any other person requests a response from emergency medical providers.

8. I understand that video security cameras are present throughout the property and consent to this practice. I understand there shall be no expectation of privacy on the premises except in private areas, such as the restroom.
9. If I am a parent or guardian of a minor child(ren), I consent to the minor child(ren)'s participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Agreement on behalf of the minor child(ren).
10. I represent that I have the requisite ability to safely participate in the Activities. By signing below, I agree to all the terms of this Agreement.
11. This Agreement shall be governed by the laws of the State of California, and any action, claim, or proceeding under this Agreement shall be commenced exclusively in the Superior Court for the State of California in the County of Orange.
12. This Agreement may not be revoked, terminated, or amended verbally, but only by a written instrument signed by me and an authorized representative of the Owner. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant. This Agreement shall be interpreted broadly and is intended to be enforceable to the fullest extent of the law.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIND, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MAY HAVE.

NAME (PRINT)	SIGNATURE	TODAY'S DATE MM/DD/YY
_____	_____	/ /

PHONE	EMAIL
_____	_____

HOME ADDRESS

EMERGENCY CONTACT (NAME & RELATIONSHIP)	EMERGENCY CONTACT PHONE
_____	_____

If the Waiver and Release is for a minor child, a separate release must be completed for each minor child and each legal parent or guardian must sign a release for that minor child.

FIRST PARENT / GUARDIAN SIGNATURE (IF UNDER 18)	SIGNATURE	TODAY'S DATE MM/DD/YY
_____	_____	/ /

SECOND PARENT / GUARDIAN SIGNATURE (IF UNDER 18)	SIGNATURE	TODAY'S DATE MM/DD/YY
_____	_____	/ /