

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

I, the undersigned, voluntarily execute this Agreement in consideration for being allowed access to and use of the grounds, facilities, and services at the Indian Springs Equestrian Center located at 22400 Indian Springs Rd, Salinas, CA 93908 ("Facility") by CONNECTIONS BOARDING STABLES, INC. ("Stable"). **By signing this Agreement, I acknowledge and agree that certain risks, conditions, and dangers, regardless of all feasible safety measures which can be taken, are an inherent part of horse, equine, and animal activities and I hereby assume them in full.** These inherent risks include, but are not limited to:

- The propensity of an animal to behave in ways that may result in injury, harm, loss or damage to persons, property, or animals, ranging in severity from minor to catastrophic, including death;
- The unpredictability of an animal's reaction to sounds, movement, objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision, encounter or confrontation with another animal, person, or an object;
- The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant;
- Conditions experienced and changes undergone by human body during exercise, including, but not limited to, changes in blood pressure and/or heartbeat or bodily injury from athletic movements.

I acknowledge and agree that these are just some of the risks associated with equine activities and I am not relying on the Stable to list all possible risks.

In consideration of the foregoing, I, for myself, my personal representatives, assigns, heirs and next-of-kin (or any of them): **(1) hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense** arising from all such inherent risks; **(2) hereby unconditionally release, waive, discharge and covenant not to sue** the Stable, its affiliates, shareholders, members, employees, officers, directors, agents, independent contractors, successors, and assigns ("Affiliated Parties") from and for any and all claims, liabilities, losses, damages or expenses (including, but not limited to, attorneys', consultants' and/or experts' fees and expenses) from, related to, or arising (directly or indirectly) from my use of, presence on, about, or near; or any action at or upon the Facility, whether caused by the negligence of the Stable or otherwise ("Claims"); and **(3) hereby agrees to defend, indemnify and hold harmless** the Stable and its Affiliated Parties from any and all Claims.

I represent and warrant to the Stable that: (1) I have relied on no oral or written representations, statements, or inducements apart from this Agreement; (2) I am fully aware of the inherent risks and hazards of trailering, walking, and riding horses at the Facility and of physical exercise more generally, and elect to voluntarily participate in such activities with said knowledge; (3) I am sufficiently experienced in transporting, trailering, walking, riding and interacting with horses; (4) I have consulted a physician regarding participation in horse and other animal activities, and I am in adequate physical condition to do so; and 5) I voluntarily assume all risk of loss, damage or injury that may be sustained and any damage to any property while at the Facility.

I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California in that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby waive any and all rights based upon the provisions of Civil Code section 1542, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

If any one or more of the provisions contained in this Agreement is held, for any reason, to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall

not affect any other provisions hereof, and this Agreement shall be construed as if it did not contain any invalid, illegal or unenforceable provision. In the event either party institutes a legal action to interpret or enforce this Agreement or their respective rights and obligations hereunder, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees, expert fees, and court costs. The parties agree that any ambiguities or uncertainties shall be resolved by giving effect to the ascertained intent of the parties pursuant to California Civil Code section 1654 without any presumption against either party. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective heirs, representatives, administrators, executors, successors and assigns.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND VOLUNTARILY EXECUTE THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT.

“Undersigned”

By: _____

Print Name: _____

Date: _____

- ☐ I am a parent or guardian executing this Agreement on behalf of a minor.

Name of minor: _____

Date of Birth: _____