

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND
ARBITRATION AGREEMENT! !**

ParticipantsName(s):

1. _____ 2. _____
3. _____ 4. _____

**NOTICE: By signing this agreement you may be waiving certain legal rights,
including the right to sue.**

Release and Waiver of Claims; Indemnification Agreement!

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at San Diego Horse Rentals LLC (the "Host") or operated by San Diego Horse Rentals LLC (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

1. TO WAIVE ALL CLAIMS that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment or equine provided by the Host ("Equipment"). The Participant and his/her Parent(s) or legal guardian(s) specifically understand that they are release any and all claims that arise or may arise from **any** negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents an officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence of intentional conduct.

2. TO ASSUME ALL RISKS of participating in the Programs and using the Equipment even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operates, employees, agents and officers. The Participant and his/her Parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3. TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and or training. It is expressly understood that Participant **EXPRESSLY WAIVES** all rights under section 1542 of the Civil Code of California, which provides:

San Diego Horse Rentals LLC

R e l e a s e

P a g e One of Four

INITIALS HERE: 1. _____ 2. _____ 3. _____ 4. _____

“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.”

4. TO INDEMNIFY the Host, its owners, affiliates, operators, employees agents, and /or officers, from all liability for any loss, damage, injury, death or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs an use of the Equipment.

Arbitration!

The Participant, and the Participant’s parent(s) or legal guardian(s), if the Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitration (collectively, the “Panel”), to be chosen by the party appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a Horse and Livestock Rental Company in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third neutral arbitrator, the neutral San Diego Horse Rentals LLC arbitrator shall be appointed by the United State District Court, for the District relative to San Diego, CA utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which Host is based and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

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WARNING! THE NATURE OF THE HORSE, MULE OR PONY!

Riding, wagon riding, handling and leading horses, and simply being in the presence of horses, mules and ponies are classified as rugged adventure recreational sport activities. There are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. No horse, mule or pony is a completely safe animal. Horses, mules and ponies are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse, mule or pony to the ground, it will generally be at a distance of from 3.5 to 5.5 feet and the impact may result in injury to the rider. Horseback, mule and pony riding is the only sport where one much smaller, weaker predator animal (the human) tries to control and become one unit of movement with another much larger, stronger prey animal (the horse, mule or pony), with each having a limited understanding of the other. If a horse, mule or pony is frightened or provoked it may divert from its training and act according to its natural instincts. Such instincts may include, but are not limited to: stopping short, changing direction or speed abruptly at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from what the horse, mule or pony perceives as danger. I understand and assume these risks and how they may apply to my rental.

Signature: 1 _____ 2 _____
3. _____ 4. _____

1 _____ (INITIALS) I UNDERSTAND THAT ONCE WE ARE MOUNTED THERE ARE ABSOLUTELY
2 _____ NO REFUNDS. FOR OFFSITE EVENTS WE REQUIRE FIVE BUSINESS DAYS NOTICE
3 _____ FOR CANCELLATION OR RESCHEDULING.

4 _____
1 _____ (INITIALS) I UNDERSTAND THAT BY WEARING A PROTECTIVE RIDING HELMET I CAN
2 _____ PROTECT MYSELF OR MY LEGAL WARD FROM HEAD INJURY. IF YOU WISH TO
3 _____ WEAR A HELMET SDBR WILL PROVIDE ONE TO YOU AT NO CHARGE.

4 _____
1 _____ (INITIALS) I CERTIFY THAT MYSELF AND MY LEGAL WARD ARE PHYSICALLY ABLE TO
2 _____ RIDE A HORSE AND DO NOT POSSESS ANY MEDICAL AILMENTS OR DISABILITIES
3 _____ THAT MAY HINDER ME FROM RIDING A HORSE.

4 _____
1 _____ (INITIALS) I UNDERSTAND THAT ALL OF THE RIDES ARE WALKING AND TROTting
2 _____ ONLY, THERE WILL BE NO GALLOPING OR CANTERING THE HORSES. TROTting IS
3 _____ ALWAYS LIMITED TO NO MORE THAN 5-10 MINUTES AND ONLY FOR EXPERIENCED
4 _____ RIDERS. **All riders must heed the instruction of the trail guide and may be turned
around without refund if at any point the trail guide believes the participants to be
deliberately ignoring instruction and thus endangering themselves or our horses.**

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Personal Responsibility!

The Participant certifies that he/she has no physical or mental condition that precludes him or her from participating in the Programs and that he/she is not participating against medical advice.

If Helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he or she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Program is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, the Participants observes any unusual hazard, which he/she believes jeopardizes his/ her personal safety or that of others, he/she will remove himself/or herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent or legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of common sense and good judgment.

To the extent that any portion of this Agreement is deemed to be invalid under the law of applicable jurisdiction the remaining portions of the Agreement shall remain binding and available for use by the Hosts and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE!

Parents or Guardians must also sign if the Participant is UNDER 18, individually, and for the minor.

Participants Signature:

- 1. _____ Date: _____
- 2. _____ Date: _____
- 3. _____ Date: _____
- 4. _____ Date: _____

Parent/ Guardian Signature: _____ Date: _____

INITIALS HERE: 1. _____ 2. _____ 3. _____ 4. _____

