



VISITOR RELEASE OF LIABILITY

This Visitor Release of Liability (this “Agreement”) is made by and between Hawthorn Ranch, LLC, a limited liability corporation (“Hawthorn Ranch”), and the undersigned (“Visitor”) This Agreement is effective as of the date of the last signature.

WHEREAS, Hawthorn Ranch is a facility that offers certain horse boarding, training and lesson services (the “Services”); and,

WHEREAS, Visitor wishes to visit Hawthorn Ranch for the purpose of engaging in such Services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, Visitor and Hawthorn Ranch hereby agree as follows:

I. Hold Harmless and Indemnification Agreement.

A. Safe Behavior around Horses. To help prevent injuries and/or death, Visitor agrees to follow carefully any instructions that may be given to Visitor by Hawthorn Ranch regarding horse behavior and handling. Visitor agrees to follow carefully all of Hawthorn Ranch's barn rules.

B. Safe Riding Attire. Visitor agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Hawthorn Ranch and an ASTM certified safety helmet fastened securely under the chin while riding. If Visitor does not wear these items, Visitor assumes the increased risk of injury or death associated with failing to wear such protective attire. Visitor agrees that Hawthorn Ranch has no duty to provide safety attire for Visitor.

C. Visitor's Representations and Warranties. Visitor makes each of the following representations and warranties on behalf of Visitor, and Visitor's guardians, heirs and assigns (collectively, the "Visitor Parties"):

- (i) Visitor has the requisite authority to enter into this Agreement upon behalf of the Visitor Parties; and
- (ii) Visitor does not have any physical or mental conditions that may prevent Visitor from safely participating in horse-related activities.

D. Risk of Injury or Death to Visitor. Visitor understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting Hawthorn Ranch and handling, caring for and riding horses. Visitor understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Visitor or others. Hawthorn Ranch-controlled property may contain defects. For example, footing at Hawthorn Ranch, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Visitor expressly assumes all risks of visiting Hawthorn Ranch and engaging in horse-related activities, including the risk that the Hawthorn Ranch and its owners, employees, agents and contractors (collectively, the "Hawthorn Ranch Parties") may be negligent. Accordingly, Visitor agrees upon behalf of the Visitor Parties not to sue the Hawthorn Ranch Parties or otherwise make a claim against the Hawthorn Ranch Parties in connection with any injury or death.

E. Trail Riding Risks. Visitor understands that riding horses outside of designated riding areas ("Trail Riding"), including riding horses in an open field, is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Visitor to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Visitor. Visitor understands that Hawthorn Ranch does not inspect or maintain any trails or paths, on or off of Hawthorn Ranch's property, and Hawthorn Ranch makes no warranty whatsoever regarding the safety of paths and trails. Visitor understands and expressly assumes all risks associated with Trail Riding, including the risk that the Hawthorn Ranch Parties may be negligent.

F. Visitor's Indemnification Agreement. Visitor agrees to defend, indemnify and hold the Hawthorn Ranch Parties harmless against all liabilities, losses, damages or expenses of any kind (including court costs and attorney's fees) directly or indirectly arising from any action or other proceedings brought by or on behalf of the Visitor Parties.

G. Waiver of Unknown Claims. Upon behalf of the Visitor Parties, Visitor expressly waives any rights that the Visitor might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims, third-party proceedings, demands or grievances, whether actual or potential, known or unknown and specifically but not exclusively all claims arising in connection with this Agreement.

II. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.

III. Governing Law and Venue. This agreement shall be governed by the laws of California. The parties hereby agree that any legal action under the Agreement must be brought in Sacramento County, California.

IV. Attorney Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. Expenses shall include attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other expenses actually incurred.

V. Severability. Any provision of this Agreement or the application thereof to any person or circumstances is held invalid such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Signature

Date

Printed Name

Name of Minor (if applicable)

