



**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, PROPERTY DAMAGE OR DEATH.

Darla Opava, hereinafter referred to as TRAINER and the rider named below, hereinafter referred to as RIDER, Rider's heirs, assigns, and representatives hereby agree as follows:

1. Rider acknowledges that horses may sometimes behave in potentially dangerous ways, trip and/or fall, react unpredictably to excitement, weather conditions, sound, other animals or objects, and without warning or apparent cause, bite, rear, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, and push or shove a person; saddles, bridles and other equipment may loosen or break; poor ground conditions may increase risk of accidents - all of which may cause Rider minor to serious injury or death.
2. Rider agrees to assume any and all risks involved in and arising from Rider's use of horse, equipment, tack and stable facility; and releases Trainer from any claim that such Trainer is or may be negligent in connection with Rider's riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising Rider.
3. Rider agrees to indemnify, acquit, discharge and hold harmless Trainer and assigns against and from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Trainer and the facilities located thereon.
4. Rider acknowledges and agrees to abide by and follow any instructions given or rules established by Trainer, and/or the stable facility regarding use of the horse, facility amenities and any equipment or gear provided therewith. Rider must, whenever mounted, wear ASTM/SEI approved helmets with harnesses and appropriate footwear/boots.
5. The Rider expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by 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, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
6. Rider acknowledges that this document is a contract and agrees that if a lawsuit is filed against Trainer and/or assigns for any injury or damage in breach of this contract, the Rider will pay all attorney's fees and costs incurred by Trainer in defending such action.

Initial here: [_____] WAIVER AND RELEASE: To the fullest extent allowed by law, I voluntarily release, discharge, waive and relinquish Darla Opava, Opava Eventing, Opava Equestrian Training Center, any of their members, officers, agents, employees, sponsors, volunteers and insurers ("Releasees") from any and all rights, claims, demands, losses, causes of action and damages I now or in the future may have of any kind whether now existent or which become existent in the future, whether the same be now known or unknown, and whether the same be now anticipated or unanticipated, resulting from personal injuries, death or property damage arising from or in any way related to my participation in the activities described in this Agreement and/or my presence on the Premises. I expressly waive all rights conferred by Section 1542 of the California Civil Code which states: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.*" IT IS MY INTENTION BY THIS AGREEMENT TO EXPRESSLY ASSUME THE RISK OF AND TO EXEMPT AND RELIEVE THE RELEASEES FROM ANY AND ALL LIABILITY FOR MY PERSONAL INJURY, PROPERTY DAMAGE OR DEATH FROM WHATEVER CAUSE OCCURRING WHILE ON THE PREMISES OR ENGAGING IN THE ACTIVITIES DESCRIBED IN THIS AGREEMENT OR RELATED THERETO.

Initial here: [_____] INDEMNIFICATION: To the fullest extent allowed by law, on behalf of myself and my heirs, personal representatives, spouse, next of kin, successors and assigns, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any suits, claims, demands, damages, judgments, losses, liability, causes of action at law or in equity, costs or expenses of any nature whatsoever, including attorney fees and expert consultant fees, by whomever and whenever made, arising from or in any way related to my participation in the activities described in this Agreement and/or presence on the Premises and regardless of fault and whether caused by the active, passive, sole or contributory negligence of the Releasees. I agree that under no circumstances will I or my heirs, personal representatives, spouse, next of kin, successors or assigns, sue or present any claim for personal injury, property damage or wrongful death against Releasees whether based on negligent acts or omissions, breach of contract, breach of warranty, strict products liability, dangerous conditions or hidden, latent or obvious defects of the Premises or any other legal or equitable theories. This Agreement may be pled by the Releasees as a complete bar and defense against any claim, demand, action or causes of action asserted by me or on my behalf.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Print Rider's Full Name: _____

Signature of Rider: _____ Date _____

PARENT OR LEGAL GUARDIAN MUST ALSO SIGN IF RIDER IS UNDER AGE 18

By signing this Agreement as parent or legal guardian, I am agreeing to its terms on behalf of myself and my minor child or ward, and I am consenting to the minor child's participation in the activities described above and any other activities related thereto, and acknowledge that I understand that any and all risk and liabilities, whether known or unknown, are expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

Print Parent/Legal Guardian's Full Name: _____

Signature of Parent/Legal Guardian: _____ Date _____