



KENTFIELD FARMS INC. dba

# RIDGEWOOD FARM

## AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_, hereinafter designated Trainer, and \_\_\_\_\_, hereinafter designated Client; and if Client is a minor, Client's parent or guardian \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities and services of the Trainer, the Client, his heirs, assignees and legal representatives, hereby expressly agree to the following:

1. SERVICES TO BE PROVIDED. The Trainer shall provide lessons to Client and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the lessons to Client or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each rider.

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2. INSURANCE COVERAGE. Client is responsible for full and complete insurance coverage on his or her horse(s), personal property and himself/herself.

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3. ACKNOWLEDGMENT OF RISK. Client understands and acknowledges that horses are dangerous and their behavior and actions are not predictable. Horses may, without warning or apparent cause, (among other things) buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person, push or shove a person, and saddles or bridles may loosen or break – all of which may cause the rider to be seriously injured or killed. Client acknowledges that horseback riding is a dangerous activity and involves RISKS that may

cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. Client acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Client assumes all risks in connection therewith, and expressly waives any claims for any loss or injury arising there from. Client acknowledges that the behavior of any animal is contingent to some extent upon the ability of the rider. Client voluntarily assumes all risks and dangers of injury or death inherent in being near a horse or in the use of any horse(s), or of any equipment or gear provided by Trainer.

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4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Client hereby fully and forever releases and promises not to sue the Trainer, doing business under her/his own name or a company name, or any other name and/or any Trainer's clients, officers, employees, or agents for any loss, liability, damage, or cost whatsoever arising out of the provision of professional services by Trainer or Trainer's agents, officers, or employees, including without limitation, the provision of lessons to Client or Client's children and the training, riding or use of Client's horse, or by others' horse(s) being trained or boarded by Trainer, including loss, damage, injury or death arising out of the negligence of Trainer or any of Trainer's agents or employees. Client further waives the provisions of section 1542 of the California Civil Code which provides:

*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 by him must have materially affected his settlement with the debtor.*

Client understands and acknowledges the significance and consequence of such specific waiver of Section 1542 and hereby assumes full responsibility for any injuries, damages or losses that may occur arising in any way from this release and Agreement.

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5. INDEMNIFICATION. Client, for himself or herself, his or her children, agents, heirs, personal representatives, successors and assignees, indemnifies and holds harmless Trainer and Trainer's respective affiliates, employees, agents, shareholders, members, officers, directors, independent contractors, successors and assignees, and each of them (hereinafter "Indemnitees"), of and from any and all losses, including, without limitation, all claims, demands, cause of action, damages, costs, expenses, losses, and liabilities, in law or in equity, of every kind and nature, including but not limited to property damage, personal injury or wrongful death, suffered by any person who is present at the facility at the invitation of or as an agent for Client or a member of Client's family. Upon the request of the respective Indemnatee or Indemnitees, Client shall at Client's sole cost, expense, and risk, defend any and all suits, actions, arbitrations and other proceedings brought or instituted by third persons against any one or combination of Indemnitees with respect to any matters subject to Client's agreement to indemnify and hold harmless rendered against any one or combination of Indemnitees in all such suits, actions, arbitrations and other proceedings. The indemnification and hold harmless contained in this Agreement shall include the active defense of any such claim made including all legal expenses and costs incurred in connection therewith by a party hereto or any representative of a party hereto relating to matters indemnified against hereby.

In the event of any claim for which indemnity is provided hereunder, the Client agrees to promptly notify the Indemnitees regarding the factual and legal basis of said claim and agrees to pay, in advance, any reasonable and customary attorneys' fees, expenses, and/or costs in defense of or in connection with such claim.

The obligation of the Client hereunder shall be construed as broadly as possible and shall include the obligation to indemnify from and against any claim for breach of duty, constructive or actual fraud or any other intentional tort.

Any judgment or award entered against a party and any settlement entered into by that party after notice to the other party and shall be conclusive against the other party, and the other party specifically waives any protection otherwise provided under California Civil Code §2778 including subsection 7 thereof which provides:

*"A stipulation that a judgment against the person indemnified shall be conclusive upon the person indemnifying, is inapplicable if he had a good defense upon the merits, which by want of ordinary care he failed to establish in the action"*

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6. HOLD HARMLESS .Client agrees to indemnify, and save and hold Trainer and Trainer's agents, officers, and employees harmless from and against any loss, liability, damage or cost arising from damage or injury caused by Client's horse(s), Client, or Client's children, to anyone. Trainer reserves the right to terminate this contract if, in Trainer's opinion, the horse(s) is dangerous, not trainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Client shall remove said horse(s) within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Trainer also reserves the right to demand such payment in cash, money order or cashier's check. Client further acknowledges that Trainer is leasing facility space from Ranch Asoleado Stables, LLC, hereinafter referred to as "Owner", and as an independent contractor, Trainer has no affiliation with Owner whatsoever.

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7. RELEASE OF LIABILITY By signing this Agreement, I voluntarily and knowingly release, discharge, waive and relinquish any and all actions, claims and causes of action that I may have or which may arise in the future against Trainer's respective employees, agents, shareholders, members, officers, directors, affiliates, successors and assignees, for claims, demands, causes of action, damages, costs, expenses, losses, and liabilities, in law or in equity, of every kind and nature, including, but limited to, property damage, personal injury or wrongful death, arising out of or resulting from professional services, or otherwise, or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. I enter into this release for myself, my heirs, executors, administrators and assigns and hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for myself and for my estate. I agree that under no circumstances will I nor my heirs, children, executors, administrators, successors and assigns prosecute or present any claim including, without limitation, any claim for personal injury, property damage, or wrongful death against Trainer or any of Trainer's employees, agents, shareholders, officers, directors, independent contractors, successors and assignees, whether the same shall arise by the negligence of any of said

persons, or otherwise. IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE TRAINER FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

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8. LIMITATION ON DAMAGES. Notwithstanding anything to the contrary in this Agreement, in the event an arbitration or a court should find the Trainer liable to Client for any reason arising out of or related to professional services performed hereunder, or otherwise, including but not limited to, injury or death to Client, such liability shall be limited to and shall not exceed Five Thousand Dollars (\$5,000.00), under any circumstances regardless of any claim or potential or actual award or verdict.

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9. LIMITATION OF ACTION. Any action or claim brought by Client against Trainer arising out of or related to this Agreement of services provided, whether based on tort or contract, must be brought within one (1) year of the date such claim or loss occurs, whether or not discovered by Client.

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10. RULES AND REGULATIONS. The Client agrees to abide by all the rules and regulations of the Trainer, and acknowledges receipt of same.

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11. PROPERTY IN STORAGE ON STABLE'S PREMISES. Trainer shall not be responsible for the theft, loss, damage or disappearance or any tack or equipment or other property stored at Stable as same is stored at the Client's risk. Trainer shall not be liable for the theft, loss damage, or disappearance of any tack or equipment taken to horse shows or clinics.

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12. ENFORCEABILITY OF CONTRACT AND SEVERABILITY. In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

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13. CHOICE OF FORUM AND CHOICE OF LAW. This Agreement shall be deemed entered into in Santa Barbara, California and Santa Barbara County, California shall be the appropriate legal forum for any dispute which may arise out of or be in any way connected with this Agreement. This Agreement is entered into under and shall be construed in accordance with the laws of the State of California.

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14. NOTICES. All notices, bills, and other communications required hereunder shall be effective and binding when delivered to the party either personally or deposited in the United States mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail or with an overnight delivery service.

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15. DISCUSSION. The parties hereto have specifically discussed each and every term contained herein and have agreed to the inclusion of each item. As a result, the parties agree that the terms hereof shall not be construed against Trainer based on a claim that Trainer drafted the terms hereof.

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16. RESOLUTION OF DISPUTES. READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF COURT TRIALS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY AN AGREEMENT, OR RELATING TO THE SERVICES TO BE PROVIDED BY TRAINER, OR FOR ANY CLAIM WHATSOEVER, (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY), SUCH AS CLAIMS OR DISPUTES MUST BE SUBMITTED TO BINDING ARBITRATION BEFORE ACTION DISPUTE RESOLUTION ( "ADR"), OR, IF ADR IS NO LONGER IN EXISTENCE, TO THE AMERICAN ARBITRATION ASSOCIATION ( "AAA") IN ACCORDANCE WITH SUCH RULES THAT THE ARBITRATION SERVICE MAY HAVE IN EFFECT AT THE TIME OF SUCH DISPUTE. BY AGREEING TO SUBMIT ANY DISPUTES OR CLAIMS TO BINDING ARBITRATION, I UNDERSTAND THAT I AM WAIVING MY RIGHT TO A JURY TRIAL AND AGREE TO SUBMIT ANY CLAIMS OR DISPUTES FOR REOLUTION BY A NUETRAL ARBITRATOR OR ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION ASSOCIATION'S RULES AND GUIDELINES.

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17. ADVICE OF COUNSEL. Client has been advised to have this Agreement reviewed by an attorney of Client's choice before Client negotiates any of the terms contained herein and before signing a final contract.

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18. RIGHTS TO TRIAL WAIVED. Client hereby waives his/her rights to trial by jury no matter where or in what forum any dispute may be submitted for resolution, including trial, under any circumstances or for any reason.

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19. ENFORCEABILITY OF CONTRACT. In event that one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

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## Equipment Needed

Ridgewood Riding School Lessons are customized to each rider's individual needs. Whether you are a brand new rider, casual rider, or goal oriented rider, we have a program to fit your needs. Our lessons are for riders ages 4 to 85. Prices include the use of one of Ridgewood's wonderful school horses, saddle and any needed equipment including helmets. We do highly suggest investing in a well-fitted approved helmet of ones own, which can be done easily at Jedlickas 2605 De la Vina St. Santa Barbara. Long pants and low-heeled boots are required attire for riding.

## Lesson Cancelation Policy

Payment for entire lesson package is required at time of purchase, at which time all lessons in package will be scheduled. All lesson packages and make-up lessons expire 8 weeks after the date of the first lesson in the package. Although, we will make every effort to reschedule lessons when needed, we cannot guarantee this will be possible. **48 hour cancellation notice is required to not be charged for lesson.**

*Please arrive 15 minutes prior to your lesson time to help tack-up your horse and ensure the lesson begins on time. Lessons that begin late will most likely not be able to go past scheduled time slot since we are booked very tightly.*

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**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN HORSE-RELATED ACTIVITIES, AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THE WITHIN INSTRUMENT.**

Client (or authorized agent)

Name of Rider(s):

\_\_\_\_\_

Name of Parent or Guardian:

\_\_\_\_\_

Telephone (H) \_\_\_\_\_ Cell \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address: (If different from above)

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Signature of Rider, Parent or Guardian

\_\_\_\_\_  
Date