

**Golden Hills Farm, LLC**  
**Release and Waiver of Liability and Indemnity Agreement**

I, \_\_\_\_\_ (“Participant”), hereby acknowledge that I have voluntarily applied for myself to board and/or ride and/or to spectate and/or participate in instruction and training with \_\_\_\_\_, at Golden Hills Farm, LLC., located at 8455 Creston Road, Paso Robles, California.

In consideration for being permitted to either spectate and/or participate in training or riding on the premises of Golden Hills Farm, LLC.

1. **Release:** I hereby release, waive, discharge, and covenant not to sue Golden Hills Farm, LLC or El Ray Performance Horses, Inc. or any of their heirs, agents, beneficiaries, employees, Independent Contractors, and/or assignees (all hereinafter referred to as “Releasees”), from all liability to myself, my legal representative, distributees, guardians, assigns and heirs and my personal horses or property for injury, death, or damage resulting from the negligence or other acts, howsoever caused of Releasees, or any employee, servant, agent, or contractor of Releasees, as the result of my speculating and/or participation in said instruction and training or riding. In addition, I hereby release and discharge Releasees from all actions, claims, or demands I, my heirs, distributees, legal representatives, or assigns now have or may hereafter have for any injury or damage to me, my animals, or my property resulting from any spectating and/or participation in a clinic, lesson, or while riding on Golden Hills Farm LLC. property.

2. **Indemnification:** I hereby agree to indemnify and save and hold harmless Releasees, and each of them, from any loss, liability, damage, or cost they, or any of them, may incur due to my spectating and or participation in any clinic, training, lesson or while riding on said premises, whether caused by the negligence of Releasees or otherwise.

**Further, no children are allowed unless accompanied by an adult or legal guardian who shall assume complete responsibility, including all risk of liability or injury for that child.**

X \_\_\_\_\_

**Further, no dogs are allowed unless under the control of their handler (handler must be an adult) and leashed at all times. Leashes are not to be longer than 6’. As the owner and/or handler you shall assume complete responsibility, including all risk of liability or injury for and by said dog.**

X \_\_\_\_\_

3. **Assumption of Inherent Risks:** Include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reactions to such things as sounds, sudden movements and unfamiliar objects, person or other animals certain hazards such as surface and subsurface conditions, collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from.

Rider agrees to abide by and follow Owner's rules and regulation, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of rider. Rider assumes all risks therefore and warrants a full and fair disclosure of rider's abilities has been made to Owner.

**HELMET WARNING - ALL RIDERS MUST WEAR AN APPROPRIATE SAFETY HELMET DESIGNED FOR EQUINE ACTIVITIES, OWNER SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT FAILING TO WEAR PROPER PROTECTIVE HEAD GEAR.**

X\_\_\_\_\_ **I am aware of the risk associated with not wearing a helmet and assume all risk.**

**4. SEVERABILITY:** I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

X\_\_\_\_\_

**5. MEDIATION:** Any controversy between Participant and Releasees involving the construction, application, interpretation or enforcement of any of the terms, provisions or conditions of this Agreement, on the written request of either party served on the other, shall be submitted to mandatory Mediation in San Luis Obispo County. Participant and Releasees shall each appoint one (1) person to hear and determine the dispute. If the two (2) persons so appointed are unable to agree, then those persons shall select a third impartial mediator.

**6. LITIGATION:** In the event that parties are unable to agree in Mediation, then any legal court proceedings shall be entitled to reasonable attorney's fees incurred in such dispute, meditation, and/or court proceedings.

**I HAVE CAREFULLY READ THIS RELEASE/WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF, GOLDEN HILLS FARM, LLC., EL RAY PERFORMANCE HORSES, INC. AND THE OTHER RELEASSEES AND SIGN IT OF MY OWN FREE WILL AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**( ) Please indicate if signature of parent or legal guardian on behalf of minor participant.**

**Participant (Please Print Clearly):**

**Address:**

**Phone:**

**Physical Address:**

Golden Hills Farm, LLC  
8455 Creston Road  
Paso Robles, Ca. 93446

**Mailing Address:**

Golden Hills Farm, LLC  
P.O. Box 1632  
Carmel Valley, Ca. 93924