

Promises Ranch, LLC

2880 Avena Road, Lompoc, CA 93436

(805) 757-4739 Sarah, (805) 588-9831 Hillary, (805) 588-1353 Doug

RELEASE AND INDEMNITY AGREEMENT

This release and indemnity agreement (hereinafter "Agreement") is executed this _____ day of _____, 20____ by _____,

(Hereinafter "Releasor").

In consideration of using the premises at 2880 Avena Road, Lompoc, CA 93436 (hereinafter referred to as "STABLE"), for horse riding and/or instruction in showing and/or other activities, I hereby agree as follows:

I release and forever discharge Promises Ranch LLC, Douglas H. Boothe, Sarah S. Boothe, Hillary A. Boothe and all their principals, successor, assigns, agents, employees, independent contractors and representatives and all others acting for or on behalf of them (hereinafter "Releasees"), and hold all Releasees harmless, of and from liability, claims, demands, costs, actions, suits, and controversies of whatever kind of nature whatsoever, whether cognizable at law or in equity, which I and/or my spouse, daughter, heirs, legal representatives, or assigns may have or assert against any one or combination of Releasees for any one or combination of Releasees.

I further agree to release and discharge Releasees, from any and all claims whatsoever on account of any first aid, treatment or other service rendered to me during my participation in horse riding and/or instruction in showing and/or activities at the STABLE.

The releases and discharges given herein apply to whether an such bodily injury, personal injury, death or property or economic damage is caused, in whole or in part, by negligence, or otherwise, on the part of any one or combination of Releasees, clients, guests, horses, or other persons or animals, or otherwise.

I further agree to indemnify and hold Releasees harmless from all losses, liability, claims, demands, damages, attorney's fees, and costs that may occur due to any act or failure to act on my part or the part of my horse or of the horse or other animal within my care, custody or control, or of any person within my care, custody or control, whether such losses, liabilities, claims, demands, damages or costs are caused, in whole or in part, by my negligence or otherwise.

Upon request by the respective Releasee or Releasees, Releasor shall, at Releasor's sole cost, expense and risk defend any and all suits, actions or other proceedings brought or instituted by third persons against any one or combination of Releasees on any claim or demand or otherwise which is subject to a release, discharge, indemnity or agreement to hold harmless contained herein. Releasor shall pay and satisfy any judgement decree or penalty that may be rendered against any one or combination of Releasees in any suit, action or arbitration or other proceeding. Releasor shall reimburse Releasees for any and all expenses, including attorney's fees, incurred by Releasees, in connection with any such suit, action, arbitration or other proceeding and in connection with enforcing this Agreement, whether or not a suit is brought to enforce the same.

I understand and hereby acknowledge that there is a risk of property damage, personal and bodily injury, and even death in participating in horse riding and/or instruction, showing and/or activities at the STABLE. Although I know that such injury, death and damage is within the range of possibilities, I nevertheless assume the risk of injury, death and property damage and assume full responsibility therefore. In addition, Releasor agrees to wear an approved riding helmet at all times while mounted on any horse at the STABLE.

It is my express intention that the terms of this Agreement shall apply regardless of whether any one or combination of Releasees expressly invited rather than merely permitted me to come upon the STABLE and regardless of whether or not permission to use the STABLE premises was granted to me or the others for consideration.

In executing this Agreement, it is my intention to bind myself and my spouse, heirs, legal representatives and assigns to all of the terms of this Agreement.

I hereby expressly agree that should any portion of this Release and Indemnity Agreement be held invalid, the balance shall, notwithstanding, continue in full force and effect.

This Agreement shall be construed and governed by the laws of the State of California. Venue shall lie in the County of Santa Barbara in the event any dispute arises under this Agreement.

I have carefully read this Agreement and know and understand all terms.

In witness thereof, I hereby execute this Agreement voluntarily, and with full knowledge of its significance, in Santa Barbara County, California, on the day and year first above written.

Signature _____ **Date** _____

Printed Name _____