

VISTA DEL RIO - LONE TREE FARM AGREEMENT AND RELEASE FROM LIABILITY

RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT

I, _____ (Adult rider, or parent or guardian of minor child rider) fully understand that horseback riding and any horse-related activities are very dangerous activities. I wish to allow my child to participate, and/or participate myself in these activities knowing that they are dangerous. I accept and assume all risks of injury or death to my child or my property and I represent and warrant that I have the authority to provide this Release and certify as follows:

1. To the fullest extent allowed by law, I HEREBY FOREVER RELEASE AND DISCHARGE Connie Arthur's Vista del Rio and Connie Arthur's Lone Tree Farm, its members, directors, officers, employees, Constance M. Arthur, Dyan Louise Southern and anyone providing land for their use, their agents, heirs or spouses (Releasees) FROM ANY LIABILITY to the undersigned, my personal representatives, assigns, heirs, spouses, and next of kin (Releasers) for any loss or damage and any claim of demands therefore on account of injury to me or my child or property of the undersigned or resulting in the death of myself or my child, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES OR ANYONE while myself or my child is present at or participating in any activity arranged or sponsored by the releasees. I understand and acknowledge that horse riding and horse related activities, as described above, have inherent dangers which no amount of care, caution, instruction nor expertise can eliminate. I ON BEHALF OF MYSELF AND MY CHILD, VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN HORSEBACK RIDING, INCLUDING THE RISK OR PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR HIDDEN, LATENT, OR OBVIOUS DEFECTS AT ANY PROPERTY MADE AVAILABLE TO OR BY THE RELEASEES FOR SAID ACTIVITIES.

2. To the fullest extent of the law, I, on behalf of myself and my child, WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releasees, whether based on negligence, breach of contract, breach of warranty, strict product liability, dangerous condition of property, or any other legal theories.

3. To the fullest extent allowed by law, I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Connie Arthur's Vista del Rio, Connie Arthur's Lone Tree Farm, its employees, officers, directors, Constance M. Arthur, Dyan Louise Southern and their agents, heirs, spouses from any claim made by any person for personal injury, including death or property damage, which claim in any way arises out of or is in any way related to my or my child's participation in any horseback riding activity or horse related activity.

4. This document is a legally binding contract which supersedes any other agreement or representation by or between the parties and which is intended to provide a comprehensive Release of liability and agreement not to sue.

5. The undersigned further expressly agrees that the foregoing Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. The undersigned further agrees that should any dispute arise between the parties arising from or relating to the Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, which the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

I HAVE READ THIS RELEASE. Signed: _____ **dated:** _____

Printed name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ (day) _____ (eve)

If you do NOT wish to be on our mailing list, check here: _____

IMPORTANT: Email Address: _____