

CDT RANCH INVESTMENT, LLC
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND IMDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, _____ on behalf of myself (or my minor child) _____
[Print First and Last Name] [Print Child's Name]

I Reside at _____ in _____, _____, _____
[Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE AND RIDING OF HORSES ARE INHERENTLY HAZADOUS ACTIVITIES AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED.**
2. **I UNDERSTAND THAT EQUESTRIAN ACTIVITIES ARE A HIGH RISK SPORT AND THAT I AM PARTICIPATING AT MY OWN RISK. I HEREBY ASSUME THIS RISK AND FURTHER DO HEREBY RELEASE AND HOLD HARMLESS CDT RANCH INVESTMENT LLC, SABRINA MILLER, AND THE RIDING ACADEMY AND THEIR OWNERS, AGENTS, EMPLOYEES, INDEPENTANT CONTRACTORS FROM ALL LIABILITY FOR NEGLIGENCE RESULTING IN ACCIDENTS, DAMAGE, INJURY OR ILLNESS TO MYSELF AND TO MY PROPERTY, INCLUDING THE HORSE OR THE HORSE THAT I RIDE.**
3. I am aware and understand that horses are powerful, unpredictable and potentially uncontrollable animals. All horses even those well trained and appear calm and docile, may and will buck, rear, bite, kick, run and bolt uncontrollably, without warning. I am aware that serious bodily injury, disability or death can occur to anybody in the vicinity of horses.
4. I agree and choose to participate voluntarily in the Equestrian activity as a rider, lessee, owner, agent, coach, and trainer or as a parent or guardian of a junior/minor rider/student.
5. The undersigned Owner/Agent/Rider/Student/Coach/Trainer/Parent or Guardian shall abide by all rules and regulations of CDT Ranch Investment LLC, The Riding Academy, Sabrina Miller or any trainer or Ranch owner. If I have not seen the rules and regulations it is my responsibility to find them.
6. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the CDT Ranch Investment LLC, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
7. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
8. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the CDT Ranch Investment LLC, The Riding Academy and Sabrina Miller, it's owners, employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of helpers or other employees or agents.
9. **The Undersigned 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.
10. I expressly waive any rights I may have under California Civil Code section 1542 which states: "A general release does not extend to claims which the creditor does not know of suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."
11. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the CDT Ranch Investment LLC or its owners, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by CDT Ranch Investment LLC in defending such an action.
12. **State that I am not now pregnant** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.
13. **IT IS REQUIRED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMETS**
14. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release CDT Ranch Investment LLC and The Riding Academy, Sabrina Miller, it's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver ofliability is worth the pleasure of horseback riding experience.

[Date]

[Signature]



EMERGENCY MEDICAL RELEASE

Name		
Name of Parent or Guardian (if under 18)		
Address		
City	State	Zip
Home Phone	Work Phone	
Cell Phone	Email	
Birth Date		
Person to Contact in Case of Emergency		
Home Phone	Work Phone	
Cell Phone	Relation	
Family Physician	Phone	
Allergies/Other Important Medical Information		
Medical Insurance Company	Policy Number	
Preferred Hospital In Case of Emergency		

If emergency medical care is required or deemed necessary for the person listed above in conjunction with an injury sustained at The Riding Academy and/or conjunction with participating in equestrian activities, the undersigned authorizes the Management to secure emergency medical care, at the undersigned's expense, as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment. The undersigned releases and holds the Management harmless from any and all liability for claims, losses, damage or injury that may result thereby.

SIGNATURE: _____

DATE: _____