

RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE

I, the undersigned, fully understand that horseback riding and horse-related activities are dangerous and entail risks of personal injury and death. I understand that all horses, even those that appear calm and docile, may and will buck, rear, kick, bite, run and bolt uncontrollably, which may occur without warning and without apparent cause. I wish to participate in these activities knowing that they are dangerous. I accept and assume all risks of property damage, bodily injury, and the risk of death, and I represent and warrant that I have the authority to provide this Release and Waiver of Liability, and certify as follows:

Therefore and in consideration of the services of FIVE BROOKS RANCH, I hereby fully and forever release, waive and discharge FIVE BROOKS RANCH, their officers, employees, agents, representatives, and assigns, and all other persons or entities associated with those businesses or (hereinafter collectively referred to as "FIVE BROOKS RANCH") from any and all liability, claims, demands, actions, or causes of action of any kind, which I may or might have against FIVE BROOKS RANCH, arising from, or by reason of, any and all known and unknown, foreseen or unforeseen, bodily injury, death, or damage to property, which I may sustain due to the negligence of FIVE BROOKS RANCH including negligence which may increase the risk already inherent in horseback riding. I further agree that, I shall not bring any claim, demand, or legal action against and/or sue FIVE BROOKS RANCH for any economic and non-economic losses due to bodily injury, death, and property damage.

To the fullest extent allowed by law, whether horseback riding or not, I WAIVE ANY RIGHT TO PURSUE ANY LEGAL CLAIM OR SUIT against FIVE BROOKS RANCH whether based on negligence, breach of contract, breach of warranty, strict products liability, dangerous condition of property, use of the facility and/or associated trails, or any other legal theory.

I further expressly agree that the foregoing release, waiver and agreement is intended to be as broad and inclusive as is permitted by the law 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 force and effect.

I certify that I am fully capable of participating in this activity. I am in good physical condition and have no disability, illness, or other condition that could prevent me from participating in this activity that will not risk injury to or impairment of my health.

Therefore I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers involved in this activity. I VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISKS, KNOWN OR UNKNOWN, OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED BY ME OR MY MINOR CHILDREN, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF FIVE BROOKS RANCH (THE RELEASED PARTIES) WHILE PARTICIPATING IN HORSEBACK RIDING OR ANY HORSE RELATED ACTIVITY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF FIVE BROOKS RANCH IN PROVIDING THESE SERVICES TO YOU TO THE FULLEST EXTENT ALLOWED BY LAW.

I, the undersigned, have read, understood and voluntarily accepted all of the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including any minors accompanying me. I further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Adult Participant OR Parent or Guardian of Minor)

(Please Print) Name: \_\_\_\_\_ Address: \_\_\_\_\_

Under 18 Name of participating Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

The participant Possesses the following level of Rider Ability: **BEGINNER** **INTERMEDIATE** **ADVANCED**  
(Circle one only)

**HELMETS ARE AVAILABLE FOR YOUR USE**