

RELEASE AGREEMENT

Moonshadow Ranch Home of Special Spirit
9889 Helen Ave. Shadow Hills, CA 91040



I, _____, on behalf of myself and my personal representatives, heirs, next of kin, spouse, child and assigns, and on behalf of my minor child(ren) named below, DO HEREBY AGREE THAT:

(a) I RELEASE AND FOREVER DISCHARGE Moonshadow Ranch, and its officers, directors, shareholders, agents, employees, volunteers, and all instructors and other persons acting on their behalf or in concert with them (hereinafter the "Released Parties) from any and all claims and liability, based on negligence, strict liability, failure to warn or otherwise, **AND AGREE NOT TO SUE** Released Parties for injury, death, loss or damage to me (or my child), my horse(s) or any other person, animal or property, directly or indirectly arising out of or resulting from the riding or handling of any horse (whether owned by me, Released Parties or otherwise), or the presence of me (or my child) or my horse(s) or equipment on the premises of the Released Parties, or in any adjacent areas where horses are ridden, boarded or handled. I promise to indemnify and hold Released Parties harmless from any loss, injury, damage, claim, judgment or expense that Released Parties may incur arising out of my (and my child s) activities or presence on such premises or in such areas.

(b) PARTICIPATING IN, OBSERVING, OR BEING IN THE PRESENCE OF ACTIVITIES INVOLVING HORSES or ponies, including riding, vaulting, handling, training, exercising, boarding or care (whether or not under the supervision of an instructor), **POSES DANGER AND RISK OF INJURY OR DEATH** to people and livestock. I acknowledge that: (1) worn and defective equipment, and other horses and riders are hazardous to me (and my child) and my horse(s); (2) I have and will continue to inspect the horses, riders, facilities and equipment, including the fences, corrals, arenas, hitching posts, roads, footing, trees, trailers, terrain, saddles, bridles, barriers or lack thereof, lighting or lack thereof, ranch vehicles and weather conditions; (3) the facilities, vehicles and equipment of Released Parties are not believed to be free of defects or deterioration; (4) the horses, riders, handlers and spectators may not be trained, knowledgeable or experienced; (5) instructors may not assess correctly the skills, experience or ability of horse and rider, or the difficulty or danger of any jump course, riding exercise or activity; (6) the facilities have natural and unnatural hazards including jumps, ditches, structures and other obstacles, hills, rocks, ponds, gopher holes, debris, low hanging trees, and falling branches; (7) horses present in the area may have been known to bite, buck, rear, kick, trip, or bolt without warning; and (8) the existenc--e of dogs, birds, insects and other animals, trucks, tractors, motorcycles, helicopters and other vehicles, sirens and other noises in and around the area may pose increased hazards. Nevertheless, I **VOLUNTARILY ELECT TO ASSUME ALL RISKS** connected with the entry of me (and my child) and/or my horse(s) onto the premises of the Released Parties and adjacent areas, and with participation in activities involving horses.

(c) If any portion of this agreement is held invalid, the balance shall continue in full force and effect. I have not signed this agreement in reliance on any representation or inducement of the Released Parties.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT INCLUDES A RELEASE OF CLAIMS FOR INJURY OR **DEATH** TO ME (OR MY CHILD), AND FOR LOSS, THEFT OR **DEATH OF, OR INJURY OR DAMAGE** TO MY HORSE(S) OR OTHER PROPERTY.

Photo Release - I DO I DO NOT

Consent to and authorize the use and reproduction of any and all photographs and any other audio/visual materials taken of me for the promotional material, educational activities, exhibitions or for any other use for the benefit of the ranch.

Horseback Riding Injuries Can Cause Death!

Signature of rider: _____ Dated _____/2014
(Parent or legal guardian if under 18 years old)

Printed name of rider: _____

Address : _____

Phone: _____

E-mail: _____ *) Cell #: _____

In Case of Emergency, notify: _____
Phone #: _____

*) Your e-mail will be added to our Special Spirit Newsletter – Please mark the box if you do not want to be on Special Spirit Newslett