



RELEASE OF LIABILITY/ASSUMPTION OF RISK AGREEMENT

CAUTION: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING IT YOU ARE WAIVING LEGAL RIGHTS AND ASSUMING LEGAL LIABILITIES. YOU ARE ADVISED TO READ THIS AGREEMENT CAREFULLY BEFORE SIGNING, AND WILL BE PRESUMED TO HAVE DONE SO FOR PURPOSES OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT AND/OR THE MATTERS SET FORTH HEREIN.

I, _____, the undersigned agrees to the following terms and conditions in consideration for being on **FIREFLY FARMS** (the "Company"), which includes but is not limited to, using, riding/training/schooling/clinic at, participating in/at, watching/observing/visiting, working at, boarding at/with, showing at and/or otherwise having any interaction whatsoever with and/or on the Company:

I assume all of the risks, terms and conditions described in this Release of Liability/Assumption of Risk Agreement ("Agreement") on behalf of myself, my spouse, my children (including all minor children) my heirs (including all minor children), relatives, administrators, estate, assigns, successors, representatives, agents and/or any other person acting on my behalf, and to the extent that I am executing this Agreement in my capacity as the agent of another person, on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and representatives, all of who shall be legally bound by this Agreement.

This Agreement covers all activities whatsoever while on Company property and/or using Company facilities.

1. Assumption of Risk. I, the undersigned, am fully aware and expressly acknowledge that all equestrian related activities are dangerous activities and involve inherent risks of accident, loss, serious bodily injury, including but not limited to, broken bones, head, neck, spinal and internal injuries, trauma, pain, suffering and/or death. I recognize the intrinsic dangers of equine activities including, but not limited to, the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability; and numerous other causes, including, without limitation, other persons' negligent action, inactions and/or misconduct; and lack of readily available medical care and treatment. I understand and agree that the risks listed in this Agreement are just a sampling and I am not relying on Company to list all possible equine related risks and potential injuries and/or damages. I also understand that no amount of care, caution, instruction, or expertise can eliminate these risks. I wish to participate in equine related activities with the Company, understanding all the dangers and risks associated therewith, and I agree to assume all the risks of personal injury, death and/or property, damage that may occur.

2. Responsibility for Horse and Other Property. I understand and agree that: a) I am fully responsible for the conduct of any horse(s) I bring onto Company property and will be fully responsible and liable for any property damage and/or personal injury caused by the horse(s); b) I am fully responsible for the safe keeping of my property (including any horse(s), vehicles, trailers, tack equipment and any and all other property) and Company will not be liable for any loss to my property due to any cause whatsoever, including but not limited to, damage, injury, theft, and/or destruction; c) any facilities provided by Company for keeping horses and/or storing/keeping/parking any property are for convenience purposed only and do not create a bailment or impose any liability on Company; and d) the consent given by Company for my use and access to the Company and its facilities may be revoked at any time.

3. Protective Helmets. I understand and acknowledge that I have been advised by the Company that I should wear an approved/certified horse riding helmet while riding. I further understand and acknowledge that **ANYONE UNDER THE AGE OF 18 MUST WEAR AN APPROVED/CERTIFIED HORSE RIDING HELMET WHILE MOUNTED ON A HORSE.**

4. Release of Liability and Covenant **NOT** to Sue. ***I full release, acquit and discharge Company as well as its managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, animal owners, and others acting on its behalf, as well as these individuals' spouse, heirs, relatives, agents, attorneys, assigns, and others acting on their behalf and all other persons, firms, entities and/or corporations who are and/or can ever in any way be liable to me (collectively "Released Parties"), of and from all claims, demands, damages, actions and causes of action of every kind and nature*** (including but not limited to rights of indemnity and contribution) known or unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with my and my property's presence at, with and/or on the Company and/or its facilities; hidden, latent or obvious defects in the Company' property and facilities; the services to be provided by Company; or any other risks, terms and conditions described in this Agreement, the Boarding Agreement and/or any other Company agreement/contract specifically referencing and attaching this Agreement and incorporating the same into its terms and conditions; including but not limited to any and all liability, passive negligence or active negligence of Company, Released Parties, acts of third parties and acts of nature.

Initial Here: _____ **I STIPULATE THAT I AGREE NOT TO SUE A PARTY HEREIN FOR ANY MATTER THAT IS COVERED BY THE AGREEMENT.**

Each party to this Agreement has been fully advised and understands that the injuries and damages that may be sustained and are waived by this Agreement are of such character that the full extent and type of such injuries and damages, if any, are unknown at the date hereof, any may be of an unanticipated character or extent. Nevertheless, each party does hereby for himself/herself and each person on whose behalf he/she has executed this Agreement, forever and fully release and discharge the Company and all Released Parties and understands that by the execution of this Agreement no further claims may ever be asserted by the person(s) signing this Agreement, or on their behalves. The undersigned agree as a further consideration that provisions of Section 1542 of the Civil Code of the State of California are hereby

expressly waived, and the signatories hereto understand that Section provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

5. Indemnification. I agree to indemnify, provide a legal defense to and hold Company and Released Parties harmless from any damages, losses, injuries, demands, claims, settlements or judgments caused by or arising from the strict liability, negligent, reckless, and/or intentional acts or omissions of said party and/or a person or horse who has been brought onto the Company property and facilities or into the proximity of horses on the facilities by said party. This Agreement may be pled by the Company and Released Parties as a complete bar and defense against any claim, demand, action or causes of action asserted by me or on my behalf.

6. Attorneys' Fees; Costs: In the event that any action, suit, or other proceeding is instituted by any party hereto to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, or to contest the validity of, or attempt to rescind, negate, modify or reform this Agreement, or any of the terms or provisions hereof, or any of the matters referred to herein, the prevailing party in such action, suit, or other proceeding shall recover all such party's attorneys' fees together with all costs (including costs of expert witnesses) incurred in such action, suit, or other proceeding, including any and all appeals or petitions therefrom.

7. Choice of Law. The laws of the state of California shall govern the validity of this Agreement.

8. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other party hereto shall not operate or be construed as a continuing waiver.

9. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

10. LEGAL EFFECT OF EXECUTING THIS AGREEMENT:

If you execute this Agreement on behalf of another person, you are representing that you have the legal authority and are authorized to enter into this Agreement on their

behalf. ***If you do not in fact have such authority, you are hereby agreeing to assume personal responsibility and liability for the risks, terms and conditions set forth herein, and hereby agree to indemnify, hold harmless and defend Company and all other Released Parties from any liability that would have been avoided had you in fact had the authority to enter into this Contract.***

I hereby acknowledge that I am over the age of 18. I have read, understand and, for myself and any persons on behalf of whom I am signing this contract, voluntarily accept the terms of this Agreement. I understand that by signing this Agreement I am waiving legal rights and assuming legal liabilities on behalf of myself and those persons on whose behalf I am executing this Agreement, and I intend that my signature be a complete and unconditional assumption of all expressly and impliedly disclosed risks, release of all liabilities, and assumption of all obligations set forth herein to the greatest extent allowed by law.

Signed this ____ day of _____, 20____.

Signature: _____ Printed Name: _____

OR (if under 18 years of age)

Signature of Parent or Guardian: _____

Printed Name: _____

Address:

Telephone No: _____

IN CASE OF EMERGENCY:

Name: _____

Relation: _____

Contact information in case of emergency: _____