

**POWAY VALLEY STOCK FARM
RELEASE FROM LIABILITY**

This RELEASE FROM LIABILITY is made and entered into by and between VISITOR/RIDER _____ and POWAY VALLEY STOCK FARM, and if Visitor/Rider is a minor, _____ as parent or guardian.

In return for the use today, and on all future days, of property, facilities, and services, the Visitor/Rider, his/her heirs, assignees, and legal representatives, hereby expressly agree to the following:

1. Visitor/Rider is responsible for full and complete insurance coverage on his horse, personal property, and him/herself.
2. Visitor/Rider understands there are inherent risks and dangers in and around equine activities (including though not limited to lessons), and that there is risk of injury and damage to them personally, to their horse, and to their belongings. Knowing these facts, Visitor/Rider nevertheless, in consideration of the acceptance of this contract hereby on behalf of myself, my Heirs, Executors, and Administrators waive, release, discharge, and hold harmless Poway Valley Stock Farm, its Owners, Board of Directors, Officers and all Individual Members thereof and all other persons and organizations in any way connected with the events, property, boarding, lessons, or any other activity described therein.
3. **Visitor/Rider agrees to assume any and all risks involved in or arising from Visitor's/Rider's use of or presence upon Poway Valley Stock Farm property and facilities** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire, the unavailability of emergency assistance, or the negligence and/or deliberate neglect of any person(s).
4. Visitor/Rider agrees to hold Owner/Management and all successors, assignees, affiliates, officers, directors, employees, and agents completely harmless and not liable and releases them from all liability whatsoever and **Agrees Not To Sue** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Visitor's/Rider's use or presence upon Poway Valley Stock Farm property or facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
5. Visitor/Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and /or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release.
6. Visitor/Rider agrees to indemnify and defend Poway Valley Stock Farm against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorneys' fees, which arises from Visitor's/Rider's use of or presence upon Poway Valley Stock Farm facility and property.
7. Visitor/Rider agrees to abide by all of Poway Valley Stock Farm rules and regulations, and Rider is responsible for using protective gear; i.e. hard hat and riding boots.
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Poway Valley Stock Farm reserves the right to refuse horse's use of facility if not in proper health or is deemed dangerous or undesirable.
9. This contract is non-assignable and non-transferable and shall be enforced and interpreted under the laws of the state of California. Should any clause be in conflict with State Law, then that clause is null and void. When the Visitor/Rider (and Visitor's/Rider's parent or guardian, if such is a minor) sign this contract, it will then be binding, and subject to the above terms and conditions.

I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE CONTRACT. I FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS POWAY VALLEY STOCK FARM, ITS OWNER, OFFICERS, DIRECTORS, MEMBERS, AND AGENTS OR ANY ONE OF THEM AGAINST ALL CLAIMS, DEMANDS, AND SAUCES OF ACTION INCLUDING COURT COSTS, AND ATTORNEY FEES DIRECTLY OR INDIRECTLY ARISING FROM ANY ACTION OR PRECEDING BROUGHT BY OR PROSECUTED FOR MY BENEFIT CONTRARY TO THIS RELEASE EXTENDED TO ALL CLAIMS OF EVERY KIND OF NATURE WHAT-SO-EVER, WHETHER KNOWN OR UNKNOWN AND EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE RELATING TO THE RELEASE OF UNKNOWN CLAIMS.

X _____
Visitor's/Rider's Signature

X _____
Visitor's/Rider's Parent or Guardian Signature

Address & Telephone Number of Visitor/Rider

Address & Telephone Number of Parent/Guardian

Guest of