

Second Chance Ranch Liability Release Form

This release of liability is made and entered on this _____ day of _____ 20_____, by and between _____, hereinafter designated MANAGER, INSTRUCTOR an X _____, hereinafter designated RIDER; and, if RIDER is a minor RIDER'S parent or guardian _____. In return for the use today, and on all future days, of property, facilities, and services of the MANAGER / INSTRUCTOR and SECOND CHANCE RANCH TRAINING CENTER, the rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

- Rider is responsible for full and complete insurance coverage on his/her horse, personal property and him/herself.
- Rider understands there are risks in and around equine activities and that an equine activity sponsor and/or equine professional and/or manager/instructor is not liable for an injury to or the death of a rider and/or participant in equine activities resulting from the inherent risk of equine activities.
- RIDER UNDERSTANDS TO ASSUME ALL THE RISKS INVOLVED IN OR ARISING FROM RIDERS USE OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES INCLUDING SECOND CHANCE RANCH TRAINING CENTER and including, without limitation to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions, with vehicles, horses or stationary objects. Fire or explosion, the unavailability of emergency medical care and/or the negligence and/or deliberate act of another person.
- Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchises, 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 Riders use of or presence upon including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and want on gross negligence of the Manager/Instructor.
- Rider agrees to wave the protection afforded by any statute or law in jurisdiction (e.g. Cal. Civil Code 1452) 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 executing the release.
- Rider agrees to indemnify and defend Manager/Instructor against and hold harmless from, any claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Rider's use or presence upon the Manager/Instructor 's property and facilities including Second Chance Ranch Training Center.
- Rider agrees to abide by all of Manger/Instructor's rules and regulations and Rider is responsible for using protective gear, I.e. riding helmet and boots.
- If Rider is using Rider's horse, the horse shall be free from infection, contagious of transmissible diseases. Manager/Instructor reserves the right to refuse horse if not proper health or is deemed dangerous of undesirable.
- This contract is non-assignable and non-transferable and is made and entered into the State of California, and shall be enforced and interrupted under the laws of their state. Should any clause be in conflict with State Law that clause is null and void. When their Manager/Instructor and Rider (and Rider's parent or guardian, if rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

I have read and understand the releases.

Manager/Instructor

Rider's Signature

Telephone Number of Rider

Rider's Parent/Guardian