

*~Please note each page requires a signature~*

*All adults stepping onto the 5800 Highland Road, Pleasanton, CA 94588 property MUST sign this Agreement and give to Kelly Perfetto upon arrival at the property -- even if you are not RIDING a horse. All visitors must sign. It only needs to be signed once, and then it is permanently on file. All minors need the additional Waiver signed by their legal guardian who must also sign this Agreement. Thank you very much.*

## **RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

THIS CONSENT, ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT (“Release”) is entered into by the undersigned in favor of KELLY PERFETTO AND STARLIGHT FARMS, and JAMES AND DENISE MCMULLAN AND HIGHLAND FARMS ("KP/SF ") its members, owners, agents, employees, trainers, and other persons or entities affiliated with KP/SF, (collectively and individually, “Released Parties” or “KP/SF Indemnitees,” as the case may be). In consideration of my being permitted by KP/SF to participate in the sport of horseback riding, horseback riding lessons, horse jumping and/or the boarding of horse(s) and visiting at the Property of 5800 Highland Road, Pleasanton, CA (herein the “Property”), and to use the facilities at the Property (whether or not such use is on a pay basis), I acknowledge and agree as follows:

1. HAZARDOUS ACTIVITY. I AM AWARE AND UNDERSTAND THAT THE BOARDING, HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL RISK THEREOF. I am aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will, among other things, buck, rear, kick, bite, run and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger or reflex actions in the horse, I am aware and understand that serious permanent bodily injury and disability or death of myself, or others within the vicinity of horses, may result from the handling, care or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to me or others may be, as applicable, killed, injured, or damaged. I WILL INSPECT THE PREMISES AND FACILITIES BEFORE USE.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE OR DEATH TO MYSELF, MY FAMILY MEMBERS, GUESTS AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND LOSS OF MY HORSE, MY OTHER PROPERTY AND OTHER PERSONS, ARISING FROM THE BOARDING, HANDLING, CARE OR RIDING OF HORSES AT THE PROPERTY BY ME OR

SIGNATURE: \_\_\_\_\_

OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING AND RIDING A HORSE AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE RIDING HORSES, INCLUDING, WITHOUT LIMITATION, A HELMET AND RIDING BOOTS.

2. CONDITIONS AT THE PROPERTY. I am aware and understand that in  
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the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles continuously enter and exit the Property in close proximity to the areas, and in the same areas, in which horses are kept, groomed, and ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the Property. People are working, walking, running, riding, and handling horses, lunging and “turning out” horses. Dogs bark, children play, flags and other objects wave, and other activities, conditions and distractions occur at or near the Property, all on a daily basis, and in close proximity to horses. Such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner without warning. I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME OR ANY OTHER PERSONS ANY TO MY HORSE OR PROPERTY AND TO OTHER PERSON’S HORSE OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE. I am aware and understand that the riding rings at the Property are either uncovered or only partially enclosed, and that rain or run-off may enter the rings causing the riding surface to become slippery. The slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the rings, roads, fields, and other grounds and fields at the Property may at any time be wet, icy, slippery, rutted, eroded, or rocky, or contain rodent holes. I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS TO MYSELF AND TO ANY OTHER PERSON, AND TO MY HORSE OR PROPERTY, AND TO ANY OTHER PERSON’S HORSE AND/OR PROPERTY WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITIONS OF THE RIDING SURFACE OF THE RIDING RING, GROUNDS, AND FIELDS AT THE PROPERTY AND RIDING, TRAINING, OR EXERCISING HORSES IN SUCH RINGS, GROUNDS, OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

3. RIDING LESSONS. If I participate in riding lessons at the Property, I agree that I and not the instructor, or any other person, am responsible for maintaining control of the horse I ride.

4. EMERGENCY VETERINARY CARE. If my horse, or another horse in my possession or under my control, becomes sick or injured, it may be necessary (or appear reasonably necessary) for immediate veterinary first aid or care to be administered. It may also be necessary to transport such a horse to a veterinary clinic or

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other facility at which veterinary care may be administered. I agree that KP/SF, or their owners, agents, and/or employees may administer, or arrange for first aid to my horse, and any other horse in my possession or under my control. I further agree and understand that KP/SF, or their owners, agents, and/or employees are not veterinarians, veterinary technicians, nor experts in the administration of horse first aid, medication, and/or injections and such administration done in good faith may nevertheless worsen the condition being treated, maim, or kill the horse. I further agree that if any of the Parties reasonably believe that my horse or any other horse in my possession or under my

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control require emergency veterinary care, and they are unable to contact me in such an emergency situation, they may, at my expense and risk, call a veterinarian of their choice to administer veterinary care to such a horse, and/or may transport such a horse to a veterinarian or veterinary care facility. Any such care or transportation shall be at my expense and risk, and I agree to compensate KP/SF at prevailing and customary rates for such care and transportation. I understand and agree that nothing in the Release creates any duty on the part of KP/SF, or any of their employees to administer any type of aid to, arrange for transportation for, or obtain veterinary care for my horse, or any other horse in my possession or under my control.

5. PERSONAL PROPERTY. I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property (including property left in any tack room), I will do so at my own risk and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party) or theft of any such property.

6. AGREEMENT NOT TO SUE. I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED OR INDEMNIFIED PARTIES, and each of them, for any loss or damage arising or resulting from bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling, care, or riding of horses, or the use of the facilities at the Property, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

7. RELEASE. On behalf of myself, my heirs, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as

SIGNATURE: \_\_\_\_\_

a direct or indirect consequence of my participation in the handling, care, or riding of horses, or the use of the facilities of the Property, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in this Section 7 shall be deemed to release any Released Party from liability arising from (a) his own willful injury of me or any other person or any property, (b) his own fraud or (c) his own violation of any law.

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8. The undersigned hereby agrees that it shall never bring any lawsuit or other legal action against KP/SF or any of the Releasees as a result of or in connection with my participation in horse related activities on or about KP/SF and I hereby agree to release KP/SF and the Releasees from and against any and all known and unknown claims, liabilities, damages and costs. I hereby expressly waive any rights I may have under California Civil Code section 1542 which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” \_\_\_\_\_ (INITIALS)

9. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness or death of myself or any person whom I bring or invite to the Property, or otherwise permit to be in the vicinity of any horse in my possession or under my control, or the damage, destruction, or loss of any of my or his property.

10. SPONSORS AND INVITEES. I AGREE THAT I WILL NOT PERMIT ANY PERSON TO RIDE MY HORSE AT THE PROPERTY UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO KP/SF A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY KP/SF RULES. I AGREE THAT THE DAMAGES TO THE Released Parties that may arise from a breach of my agreement under this Paragraph include (a) the liabilities that would have been released under this Release and (b) the costs and expenses of defending the claims, suits, and demands that such a person would have agreed not to make or institute under this release, and I agree to indemnify, defend and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

11. REPRESENTATIONS AND WARRANTIES. I represent and warrant that (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF IT'S TERMS AND PROVISIONS; (b) I am 18 years of age or older, and am legally competent to enter into this Release; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this

SIGNATURE: \_\_\_\_\_

Release; and (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

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I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE THERETO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. \_\_\_\_\_ (INITIALS)

12. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provisions shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with it's terms.

13. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of all attorney's fees and expert costs. This Agreement shall be governed by California law without regard to choice of law principles.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE PRINT: NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMERGENCY CONTACT:

\_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE (H) \_\_\_\_\_

PHONE#: \_\_\_\_\_

TELEPHONE (O) \_\_\_\_\_

EMERGENCY CONTACT #2:

TELEPHONE (Cell) \_\_\_\_\_

NAME: \_\_\_\_\_

FAX: \_\_\_\_\_

PHONE #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

MINORS UNDER 18 MUST OBTAIN THE SIGNATURES OF THEIR PARENT OR LEGAL GUARDIANS above and below in order to participate in the sport of horseback riding at the Property, to use the facilities of the Property (whether or not such use is on a pay basis) and to participate in horse show competitions under the training of any Released Party.

I, the undersigned parent or legal guardian of \_\_\_\_\_ (the "Minor"); [*print name of minor*], for and in consideration of the Minor being permitted by any Released Party (as defined above) to participate in the sport of horseback riding at the Property, to use the facilities of the Property (whether or not such use is on a pay basis), and to participate in horse show competitions under the training of any Released Party, acknowledge that I have read the above Release in favor of the Released Parties and agree to abide by the terms of the Release, both individually and, as the parent or legal guardian of Minor, on behalf of the Minor.

I have obtained health insurance for the Minor which provides reasonable insurance coverage for the Minor, and will maintain such health insurance while the Minor participates in the sport of horseback riding at the Property and uses the facilities of the Property.

Dated: \_\_\_\_\_ , 200\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor [*mother, father, legal guardian*]: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

In emergency please contact:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_