

**STARDUST PONY DREAMS, LLC, HORSE RIDERSHIP AND INSTRUCTION
AGREEMENT AND RE LEASE OF LIABILITY, ACKNOWLEDGMENT &
ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT**

This Release, Assumption of Risk and Indemnification Agreement (“Release”) is entered into by the undersigned in favor of STARDUST PONY DREAMS (the “LLC”), ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS, (including VOLUNTEERS, STUDENTS AND GUESTS INVOLVED IN CONDUCTING RIDING ACTIVITIES OF THE LLC,) and in favor of ALL LANDOWNERS ON WHOSE PROPERTY RIDING ACTIVITIES MAY OCCUR, including but not limited to WILLIAM B.DUFFY AND AIMIEE K .JONES , HALI DURAND as well as persons who reside therein. In consideration of being permitted to participate in the sport of horseback riding and instruction conducted by the LLC, and to use the facilities leased by the LLC, I acknowledge and agree as follows:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS. I understand that riding, riding instruction and being around horses are inherently dangerous activities and I am voluntarily participating in such activities, and being around such activities, with full knowledge of the dangers involved. Horses are powerful, easily frightened, unpredictable animals. All horses, even those that are well-trained and appear gentle, may, by way of example and not limitation, buck, rear, stop short, change direction or speed at will, shy, spook, kick, strike, bite, and bolt—all without warning and without apparent cause or in response to wind, sounds, movement of people, cars, bikes, or other animals, or inanimate objects. The inherent risks include loss of control, falling or being thrown off, being stepped on, collisions with fences, gates, trees, horses or other obstacles, or being hung up or entangled in stirrups, reins or other gear, and trailering accidents. Tack may break. Cinches may come loose. I may encounter dangers due to terrain, creeks, rivers, water, waves, weather, thunder, lightning, rocks, cliffs, obstacles man-made and natural, traffic, bees and insects, wild and domestic animals, as well as allergic reactions to dust, insects, animals or vegetation. I understand that **SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF OR OTHERS MAY RESULT** from handling, riding or being in the vicinity of horses, and that property belonging to me or others may be damaged as well. The list of the foregoing is by way of example and is not intended to be an all inclusive list of the risks of horse ridership and instruction.

Initial _____

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF, INCLUDING FINANCIAL LOSSES (INCLUDING LOSS OF EARNING CAPACITY) AND DAMAGE OR DESTRUCTION OF PROPERTY OWNED BY ME OR IN MY CARE, RESULTING FROM HANDLING, RIDING OR BEING IN THE VICINITY OF HORSES IN CONNECTION WITH ACTIVITIES CONDUCTED BY THE LLC, INCLUDING RISKS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

2. RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE. On behalf of myself, my family, heirs, estate, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE THE RELEASED PARTIES AND EACH OF THEM FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES based on any injury, disability, illness, disease, death, financial loss, property loss or damage, or other harm suffered by me, or by any third person for which I may be held responsible, that may result from my participation in or being in the vicinity of horse-related activities conducted by the LLC, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE; provided that nothing in this Section 2 shall be deemed to release any Released Party from liability arising from their willful injury to me or any other person or any property, or their gross negligence.
3. INDEMNIFICATION. I agree to indemnify, defend and hold harmless each of the released parties from and against any and all claim for injury or death resulting from participation in horse-related activities conducted by the LLC, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. The indemnification provided by this Section 3 shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorney fees. I further agree to indemnify, defend and hold harmless each of the released parties from and against any claim for injury or death of any person whom I bring or invite to the LLC or otherwise permit to be in the vicinity of the horse-related activities in which I am participating, whether such injury or death was caused by the negligence of the released parties or otherwise.
4. CALIFORNIA LAW GOVERNS. ANY CLAIM MUST BE BROUGHT IN COUNTY. This contract is governed by California law. Any claim against the Released Parties for injury, disability, illness, disease or death arising out of horse-related activities covered by this Release is governed by California law and must be brought in Placer County, California, even if the injury occurred outside County.

5. EITHER PARTY MAY COMPEL ARBITRATION. In the event any claim or controversy arises out of the activities covered by this Release, either the Releasing Party or any Released Party involved in the claim or controversy may elect to have the claim or controversy submitted to binding arbitration before a single arbitrator chosen in accordance with the rules of the American Arbitration Association who shall be an attorney admitted to practice in California for at least 15 years. The arbitration shall be conducted pursuant to the provisions of the California Code of Civil Procedure relating to the conduct of arbitration proceedings. To make an election for arbitration, the electing party must give written notice to the other party and then arbitration shall be binding on the parties. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM EFFECTIVELY WAIVING MY RIGHT TO A JURY TRIAL OF ANY CLAIM I MIGHT HAVE FOR INJURY, ILLNESS, DEATH OR OTHER DAMAGE ARISING FROM HORSE-RELATED ACTIVITIES COVERED BY THIS RELEASE.

6. HELMET WAIVER. (Check and initial one of the three options.) *The LLC recommends protective helmets!*

_____ I will wear my own protective helmet.
(Initial _____)

_____ I will wear a helmet borrowed from you, knowing that it may not fit well and that it may not meet standards for certified protective headgear. I accept this risk.
(Initial _____)

7. AGREEMENT TO PAY FOR EMERGENCY MEDICAL TREATMENT. I AGREE that should emergency medical treatment be required, I and/or my own accident/medical insurance Company SHALL PAY FOR ALL SUCH INCURRED EXPENSES. My accident/medical insurance company is

My policy number is _____.

8. SEVERABILITY. If any provision of this Release is held to be unenforceable, such provision shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms

9. LEGALLY BINDING. I have read this Release and understand that I am giving up legal rights. I have executed it knowingly and voluntarily without relying on any statement or representation of any Released Party. I understand that it is a binding legal document.
10. PARENTS MUST SIGN FOR MINORS. I represent that I am 18 years of age or older and am legally competent to enter into this Release for myself. If signing for a minor, I represent that I am the parent or duly appointed legal guardian of the minor for whom I am signing this Release.

Signature

Name of Rider (please print)

Signature of Rider (If adult)

Date _____

Name of Minor Rider (please print)

Signature of parent, guardian

Date _____

Address in full: _____

Home phone # _____

Initial _____