

Lone Oak Equestrian Center, Inc.
11690 Murphy Ave, San Martin, CA 95046
Phone: (408) 683-2800
Stephen and Shari McHenry

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARTICIPATION AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, _____, the undersigned, in consideration of my participation horseback riding hereby agree to release and discharge **Lone Oak Equestrian Center, Inc. (hereinafter "LOEC"), Stephen McHenry and Shari Trumbo-McHenry** on behalf of myself, AND my minor child _____, my heirs, assigns, personal representatives and estate as follows:

ASSUMPTIONS OF INHERENT RISKS

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all of those risks:

- A horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause or the rider to fall or be jolted, resulting in serious injury or death.
- Equipment may fail; saddles or bridles may loosen or break resulting in serious injury or death.
- Additional risk includes but are not limited to those caused by the action of other people including but not limited to co-participants. I hereby assume all the risks of participating in horseback riding.

2. I acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. I voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment, and gear provided to me by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry, and understand that equipment can fail at any time thereby resulting in injury.

4. I voluntarily assume the risk and danger of injury or death inherent in the use of the stables and property where Lone Oak Equestrian Center, Inc. is located.

WAIVER OF LIABILITY FOR NEGLIGENCE

5. I RELEASE Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry today and on all future dates from any claim of injury, death, other damage or loss resulting from my participation, or as a result the ORDINARY NEGLIGENCE of Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry their employees and agents in connection with my riding experience or ability. INCLUDING BUT NOT LIMITED TO training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders, and the maintenance and care of the property where Lone Oak Equestrian Center, Inc. is located.

6. I expressly WAIVE any rights I may have under California Civil Code 1542, which states: "A general release does not extend to claim which the creditor doesn't not know or suspect to exist in favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

INDEMNIFICATION AGREEMENT

7. I INDEMNIFY, SAVE AND HOLD HARMLESS Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry and their employees and agents AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST that may incur either

a. Arising out of or in any way connected with either my use or my minor child's use of the horse, facility, property and any equipment or gear provided therewith OR

b. Any acts or omissions of employees or agents OR

c. Arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation or my minor child's participation in horseback riding.

COVENANT NOT TO SUE

8. I RELEASE, DISCHARGE AND PROMISE NOT TO SUE Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry doing business under own name or any other name and/ or any of their employees, or agents FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.

RULES AND HEALTH STATUS

9. I acknowledge receipt of a copy of the Rules of Conduct established by Lone Oak Equestrian Center, Inc. and agree to abide by them. I also agree to abide by and follow any additional rules established or instructions given by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry or any of their employees or agents with regard to my use of the stable property, horse or any equipment or gear provided therewith.

10. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events, and to cover bodily injury or property damages caused to a third party as a result of my participating in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

11. I represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities and agree to notify Lone Oak Equestrian Center, Inc. in the event of any changes that would make such participation inadvisable.

12. I understand and agree that Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry strongly urge all participants to wear ASTM-standard SEI certified helmet while riding. I understand and agree that I bear all risk associated with riding without a helmet. I understand and agree that no person under (18), and no person regardless of age who is jumping will be allowed to mount any horse or pony owned or under the care of Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry without wearing an ASTM-standard and SEI certified helmet and being under the supervision of an LOEC approved trainer.

PHOTO/VIDEO RELEASE

13. I hereby agree that LOEC may take photographs or videos of me at any time I am on the LOEC facility, and post them on the LOEC website(s), Facebook pages, Instagram and other social media, without limitation, for purposes of highlighting past events, promoting future events, or promoting LOEC facilities and/or services.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

14. I agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Santa Clara County, California and further agree that the substantive laws of the State of California shall apply in any action brought.

15. The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California Law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

16. I acknowledge that this document is a contract and agree that if a lawsuit is filed against Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry or their owner, agents, employees for any injuries or damage in breach of this contract, the undersigned will pay all attorney's fees and cost incurred by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry in defending such an action.

17. I understand that this is the entire agreement between myself (and minor child if applicable) and Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry and cannot be modified or changed in any way by the representative or statements of any employee or agent or by me.

18. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

19. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry I consent to the child's participation and **AGREE**, to all of the above provisions and **AGREE** to assume all of the obligations of this release on both myself and the child's behalf.

Participant: _____
(Signature) (Printed name) Date

Parent or Guardian: _____
(Signature) (Printed name) Date

Address : _____ **City** _____ **State** _____ **Zip** _____

Phone : _____

Email: _____

Witness : _____
(Signature of Witness) (Printed Name of Witness) Date

(Must be witnessed by barn owner/manager or Lone Oak approved trainer)