

GRACELAND EQUESTRIAN CENTER
10970 Crow Canyon Road
Castro Valley, CA 94546
510-538-4444
Fax 510-538-5555
www.gracelandequestriancenter.com

NON-RESIDENT RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned wishes to participate in horse-related activities on or about the property located at 10970 Crow Canyon Road, Castro Valley, California (herein the "Property"). The undersigned may also have or wishes to enter into a training agreement with one or more trainers who provide horse training at the Property. Graceland Equestrian Center is willing to grant permission to the undersigned to engage in various horse-related activities on or about the Property only in the event the undersigned first executes this Release and Indemnification Agreement.

GRACELAND EQUESTRIAN CENTER HEREBY NOTIFIES ALL PERSONS WHO MAY REVIEW THIS DOCUMENT THAT THEY DO NOT HAVE ANY PERMISSION TO COME ONTO THE PROPERTY TO ENGAGE IN ANY HORSE-RELATED ACTIVITIES WHATSOEVER UNTIL AND UNLESS THIS RELEASE AND INDEMNIFICATION AGREEMENT IS EXECUTED BY THE UNDERSIGNED WITHOUT AMENDMENT OR MODIFICATION.

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT ("Release") is entered into by the undersigned in favor of GRACELAND EQUESTRIAN CENTER, its members, owners, agents, employees, trainers, and other persons or entities affiliated with Graceland Equestrian Center (collectively "Released Parties" or "Graceland Equestrian Center" Indemnities" as the case may be). In consideration of my being permitted by Graceland Equestrian Center to participate in the sport of horseback riding, horse jumping and/or the boarding of horse(s) at the Property of Graceland Equestrian Center (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. (INITIALS)

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, rim 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 or 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 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, 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 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 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 arenas, 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 and 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, AND TO MY HORSE OR PROPERTY AND TO OTHER PERSON’S HORSE OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE. [REDACTED] (INITIALS)

I am aware and understand that the riding rings at the Property are either uncovered or 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 inspections. 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.

[REDACTED] (INITIALS)

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 other facility at which veterinary care may be administered. I agree the Graceland Equestrian Center, 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, and may transport such a horse to a veterinarian or veterinary care facility. I further agree that if any of the Released Parties reasonably believe that my horse or any other horse in my possession or under my 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. Any such care or transportation shall be at my expense and risk, and I agree to compensate Graceland Equestrian Center at prevailing and customary rates for such care and transportation. I understand and agree that nothing in the Release creates any duty on Graceland Equestrian Center, 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 INDEMNIFY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from 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 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 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 the Released parties or otherwise; provided that nothing in the Section 7 shall be deemed to release any Released party from liability arising from (a) his own willful injury to me or any other person or any property, (b) his own fraud or (c) his own violation of any law.

8. The undersigned hereby agrees that it shall never bring any lawsuit or other legal action against Graceland Equestrian Center or any of the Releasees as a result of or in connection with my participation in horse related activities on or about Graceland Equestrian Center and I hereby agree to release Graceland Equestrian Center 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 TUE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” [REDACTED] (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 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 GRACELAND EQUESTRIAN CENTER A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY GRACELAND EQUESTRIAN CENTER 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 ITS 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 Release and (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AN INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENT OF ANY RELEASE PARTY.

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. [REDACTED] (INITIALS)

12. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision 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 its 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 all attorneys' fees and expert costs.

Signature

Date

Please fill out entirely:

Name (Please Print)

Address

City

State

Zip

Phone (Home)

Phone (Work)

Phone (cell)

Fax

Email

EXHIBIT "B"
GRACELAND EQUESTRIAN CENTER'S BARN, ARENA AND TRAIL RULES

1. Smoking on the Property is Prohibited.
2. Helmets must be worn by riders under 18 years old when riding, and by all riders who are jumping. **Chin Straps are mandatory.** Cross-country riding vests are required on the cross-country course.
3. Riders, while riding, must wear riding **boots** with heels.
4. All minors must be accompanied by a responsible adult at all times while riding.
5. No one is permitted to jump a horse nor make use of any of the cross-country course obstacles without the on-site and direct supervision of an authorized trainer.
6. Lunging or turnouts are not permitted in the arena.
7. Riders must pass left shoulder to left shoulder while riding in the arena.
8. No riding in barn area or under the barn entryway extended roof
9. Always keep gates and stall doors closed.
10. Drive slowly, speed limit is 0-10 mph. Horses and riders have the right of way. Park in designated areas.
11. Dogs are allowed on leashes.
12. Do not leave horses unattended in cross tie and wash rack areas.
13. Cross tie stalls must be well swept after use.
14. Wash Racks must be kept clean. Once finished turn off the water, roll up the hoses and clean up any manure. Always conserve water.
15. Tack room, cross ties, wash racks, and bathrooms must be kept orderly and clean at all times.
16. The barn closes at eight. Arena lights must be turned off by 8 p.m. due to restrictions of the use permit. Use of the outdoor arena lights is only permitted to trainers with group lessons.
17. It is the responsibility of the horse owners that all quarterly de-worming and vaccination be administered.
18. Stall guards, (not already provided by GEC) are not allowed. Stall doors must be closed if horses are inside.
19. Horses are not to be tied to stall doors or stall fronts
20. Stall door blanket racks are to be used only for horse blankets and halters.
21. Each horse must have a halter and lead rope hanging on their stall door.
22. One standard size tack trunk per horse is permitted in the aisle way and all trunks must be on a metal trunk stand.
23. All feed and supplements must be kept in a labeled deer and rodent proof container in their trainer's feed room. Storing feed in feed bags is not permitted. Grain spills must be swept up and discarded.
24. Any boarding suggestions, concerns or requests should be discussed with Chuck or Peggy Moore, not with Graceland Equestrian employees.
25. There are to be no barn or equipment modifications without the approval of Graceland equestrian Center.
26. Lunging should be done in the round pens, and turnouts in the paddocks only. Absolutely no turnout or lunging in the arena. Absolutely no food in the round pen or covered long pen.
27. Please be respectful of the clients in lessons
28. Please no trotting or galloping on the cool down path or the beginning of the trails out of respect for those in the arenas.

Cooperation and respect for the Barn, Arena and Trail Rules will help us maintain an efficient, pleasant and safe environment for everyone. Thank you for your help in keeping up the standards of a safe riding and good horsemanship.

Your presence and use of the Property acknowledges the acceptance of the foregoing rules and policies.

EXHIBIT "C"

Parent or legal guardian representation and waiver*

The undersigned parent(s) or guardian of _____ for and in consideration of our child's participation in horse-related activities at Graceland Equestrian Center hereby represent to Graceland Equestrian Center that I/we have read the "Non-Resident Release and Indemnification Agreement" (attached pages 1-5 and Exhibit "C" (rules) and Horse Boarding Agreement exhibit "D" between the undersigned at Horse Owner and Graceland Equestrian Center and that all of terms set forth in such waiver and release shall apply to and be binding upon us and our minor child with regard to our minor child's participation in Horse Related Activities on or about the Property as defined in the Horse Boarding Agreement and to any injury or damages said minor child or others may sustain or cause to any other persons or property as a result of such participation. The undersigned further warrants and represents to (Graceland Equestrian Center that the undersigned has adequate health and accident insurance for such minor child. The undersigned hereby requests to Graceland Equestrian Center that the undersigned will take all safety precautions which the undersigned believes are appropriate in connection with our child's participation in horse related activities at the Property and that the undersigned has not relied on the advice or supervision of (Graceland Equestrian Center or any Graceland Equestrian Center Indemnities whatsoever in connection with the use of the undersigned's horse by the undersigned's child.

All of the capitalized terms used herein and not specifically defined herein shall have the same meanings as set forth in the Horse Boarding Agreement.

Executed this _____ day of _____ (month/year).

Parent/Guardian Name (print) Child's Name (print)

Address

Home Phone _____ Other Phone _____

Doctor's Name & Phone _____

Dentist's Name and Phone _____

Wears Contact lenses: Yes No Allergic to Medication: Yes No

If Allergic, please explain _____

Other medical conditions we need to be aware of _____

Parent signature _____

* A separate parent waiver must be made for each child under 18 that visits the Property