



# CREEK HOLLOW RANCH

Enriching lives through horse-human interaction

## RELEASE OF LIABILITY – HORSE OWNER

THIS AGREEMENT AND RELEASE OF LIABILITY has been read and voluntarily entered into by \_\_\_\_\_, the horse OWNER, hereinafter "OWNER". As used herein: Creek Hollow Ranch, Inc. (hereafter "CHR") means CHR, Inc. it's affiliates, partners, authorized agents, employees, heirs and assigns, and the trust and/or person which holds legal title to or possession of the land and/or boarding facilities thereon. OWNER means the person who has legal title to or legal possession of the horse(s) described in this Agreement, his/her assigns, and where a minor by and through his/her parent or legal guardian indicated by the signature below. "EQUESTRIAN ACTIVITIES" includes but is not limited to pleasure riding, trail riding, schooling, showing, and/or training; and further includes all ground activities arising out of or related to such riding activities including but not limited to lounging, leading, tacking, grooming, loading, trailering, and/or feeding as well as breeding and breed inspections for registration.

In consideration of being permitted by CHR to use their equestrian facilities and/or participate in equestrian activities, or being permitted to enter for any purpose any area of their property, OWNER, and where a minor by and through his/her parent or legal guardian, acknowledges and agrees as follows:

**OWNER ACKNOWLEDGES THAT HE/SHE HAS FREELY AND VOLUNTARILY APPLIED TO CHR FOR PERMISSION TO USE ITS FACILITIES FOR THE PURPOSE OF PERFORMING EQUESTRIAN ACTIVITIES. OWNER ACKNOWLEDGES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN SUCH EQUESTRIAN ACTIVITIES WITH FULL KNOWLEDGE AND UNDERSTANDING THAT SUCH ACTIVITIES ARE INHERENTLY DANGEROUS, AND KNOWINGLY AND VOLUNTARILY AGREES TO ASSUME ANY AND ALL RISK OF INJURY OR DEATH TO HIS/HER PERSON. OWNER ACKNOWLEDGES AND REPRESENTS THAT HE/SHE HAS THE ABILITY AND EXPERIENCE WORKING WITH HORSES AND HAS ACQUIRED HORSEMANSHIP AND RIDING SKILLS NECESSARY TO HANDLE THE HORSE. OWNER ACKNOWLEDGES THAT HE/SHE HAS FULLY DISCUSSED AND DISCLOSED TO CHR ALL KNOWN DANGEROUS PROPENSITIES OF OWNER'S HORSE, IF ANY. OWNER VERIFIES THE TRUTH OF THESE STATEMENT BY PLACING HIS/HER INITIALS HERE, AND WHERE A MINOR, ON BEHALF OF SUCH MINOR. \_\_\_\_\_ Initials**

OWNER further:

1. Releases, waives, discharges, and covenants not to sue CHR for any and all loss or damage, and any claim or demands therefore on account of such injury or death arising out of or related to the equestrian activities, whether cause by the negligence of CHR or otherwise.
2. Agrees to indemnify and save and hold harmless the CHR from any loss, liability, damage, or cost it may incur arising out of or related to the equestrian activities, whether cause by the negligence of CHR or otherwise.
3. Assumes full responsibility for any risk of bodily injury, death, or property damage arising out of or related to the equestrian activities, to include risk of bodily injury and property damage to other third-persons, whether cause by the negligence of CHR or otherwise.
4. Acknowledges that the activities are inherently dangerous, and have been legally recognized as inherently dangerous, and involve risk of serious injury and/or death and/or property damage, and further acknowledges that the injuries received may be compounded or increased by negligent rescue operations or procedures of the CHR.
5. Agrees that this release and waiver of liability and assumption of risk agreement extends to all acts of negligence by CHR and/or any of its independent contractors, including but not limited to negligent rescue operations and/or an independent horse trainer(s) and is intended to be as broad and inclusive as is permitted by the laws of the State of California in which the activities are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.
6. Agrees to indemnify CHR to for any third party claims made against CHR arising out of or related to OWNER's negligence and/or intentional tort(s), and to all acts of negligence by CHR and/or any of its independent contractors.
7. Expressly waives any right which Horse Owner may have under section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."
8. OWNER agrees that any claim(s) arising out of or related to this Release of Liability Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association; and OWNER acknowledges that his/her agreement to binding Arbitration is a knowing and voluntary waiver of his/her rights to pursue the matter in a court of law and right to appeal.
9. In the event of any legal action or other legal proceedings, such as arbitration, CHR shall be entitled to reasonable attorney fees and all legal costs incurred in having to defend against such action(s).
10. This Agreement has been entered into in the County of San Diego and is subject to the laws of the State of California.
11. **OWNER, AND IF APPLICABLE, ON BEHALF OF HIS/HER MINOR CHILD, HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM/HER, AND INTENDS BY HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.**

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

HORSE OWNER:

\_\_\_\_\_  
OWNER Signature/Signature of Parent/Guardian

\_\_\_\_\_  
OWNER Name/Minor Name