

**AGREEMENT AND RELEASE FROM LIABILITY**

*(Please Print Below)*

Name of Adult: \_\_\_\_\_

	<u>Name of Each Minor Child</u>	<u>Date of Birth of Each Minor Child</u>
1.	_____	1. _____
2.	_____	2. _____
3.	_____	3. _____

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

Phone Nos. Home: \_\_\_\_\_

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

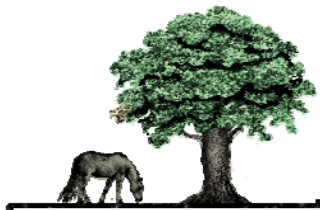
Email Address: \_\_\_\_\_

I acknowledge that I have voluntarily applied to participate in horseback riding, training and related activities (the “**Riding Activities**”), for myself and for my minor child(ren) or legal ward(s) named above (together, the “**Participants**”), at the premises commonly known as the “Sullivan Canyon Riding Ring,” located at 1680 Old Ranch Road, near the intersection of Old Ranch Road and Sunset Boulevard in Los Angeles, California, and certain adjacent lots (the “**Site**”).

As consideration for being permitted to participate in the Riding Activities and to use the Site, the undersigned, on behalf of the Releasing Parties (defined below) hereby agrees as follows:

**Assumption of Risk.** The undersigned understands that use of the Site for any reason (including, but not limited to Riding Activities and recreational use of any sort) is inherently dangerous and risky. The inherent risks associated with participating in activities at the Site include, but are not limited to the following:

1. the propensity of horses to spook, run, buck, bite, kick, stumble, fall, rear or otherwise engage in behaviors that may result in injury or death to humans, horses, dogs or other animals, or may result in damage to personal property.



2. the unpredictability of horses' reactions to such things as sounds, sudden movements and unfamiliar objects, persons or other animals may result in injury or death to humans, horses, dogs or other animals or may result in damage to personal property.

3. the potential of other individuals at or near the Site to act in a negligent manner may cause or contribute to injury or death to humans, horses, dogs or other animals or may result in damage to personal property.

4. the limited availability of emergency medical care at or near the Site may delay or prevent timely medical response in the event of injury.

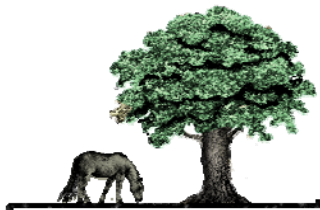
These risks can result in death, harm to persons or property, destruction of property or other loss. Further, the undersigned understands that direct loss, damage, theft or injury to property brought to the Site may occur.

The undersigned understands, acknowledges, and assumes these risks and dangers, and represents that the undersigned and any above-named child or guest is competent to participate in the Riding Activities.

The undersigned assumes and accepts all risks associated with or related to the Riding Activities, entrance to the Site and use and enjoyment of the Site and any other areas by the Releasing Parties, and accepts the risks of any loss, injury or damage arising from the use of the Site, whether or not specifically enumerated herein. The undersigned understands and agrees that the Released Parties do not provide insurance to cover the Releasing Parties or horse(s) in the event they suffer injury, death, property loss, theft or damage of any sort while participating in Riding Activities and agrees that the undersigned has the responsibility to, and will, obtain insurance coverage the undersigned deems appropriate to insure against the risks described herein.

**Waiver and Release.** The undersigned, for him or herself and his or her family (including any children named above and guests (collectively, the "**Releasing Parties**")), hereby expressly, absolutely and forever discharges, waives and releases, to the fullest extent permitted by law, Sullivan Canyon Preservation Association ("**SCPA**"), Sullivan Canyon Riding Club, Inc. ("**SCRC**"), Mountains and Recreation Conservation Authority ("**MRCA**") and their affiliates, members, officers, directors, employees, trustees, insurers, agents, representatives, successors and assigns (collectively, the "**Released Parties**") of and from any and all losses, injuries, damages, claims, costs, liabilities, expenses, actions, and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively, "**Claims**"), which the Releasing Parties may now have or may in the future have against the Released Parties, arising out of, related to, or in connection with Riding Activities, the use or enjoyment of the Site, the use of any covered areas for any reason by the Releasing Parties, and the administration or receipt of any emergency medical care due to the use or enjoyment of the Site.

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The undersigned agrees not to sue the Released Parties if the Releasing Parties and/or any horse(s) suffer injury or death while participating in Riding Activities at the Site. In any action arising from a breach of this covenant not to sue, the prevailing party shall recover attorneys' fees. The undersigned expressly and knowingly waives all rights which they might have under California *Civil Code* section 1542, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**Emergency Medical Care:** In the event of a medical emergency, if the undersigned cannot consent to medical or surgical treatment that is deemed necessary by competent medical authorities for the undersigned or the undersigned's minor children or legal wards, Site and its designated representatives are hereby authorized to give medical authorities the necessary consent to the extent possible under applicable local law so that emergency medical or surgical treatment may be provided by competent medical authorities during the period the undersigned or the minor is a participant in the Riding Activities.

The undersigned agrees that any such medical or surgical procedure or treatment shall be at the undersigned's expense.

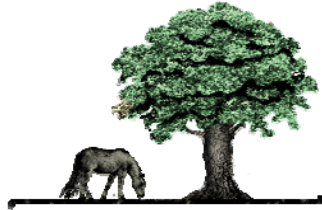
It is understood that this authorization is given in advance of any specific medical or surgical procedures or treatment being required but is given to provide authority and power on the part of Site to give specific consent to the medical or surgical procedures or treatment that, in the best judgment of competent medical authorities, is deemed advisable and to provide health care providers with any personal health information the Site possess concerning the undersigned or his/her minor.

The following is the undersigned's health insurance information:

Insurance Company: \_\_\_\_\_ Policy No. \_\_\_\_\_

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

**Indemnification.** The undersigned agrees to indemnify, defend and hold the Released Parties harmless from and against all Claims, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, Riding Activities, or the undersigned's use or enjoyment of the Site or any other areas by any of the Releasing Parties, or any emergency medical care rendered to Releasing Parties. The undersigned also agrees to reimburse Released Parties for any expenses incurred by Released Parties in connection with Releasing Parties' use of the Site. Further, the undersigned agrees to defend at his/her own expense, including attorneys' fees, Released Parties and their officials,



directors, officers, employees, volunteers and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.

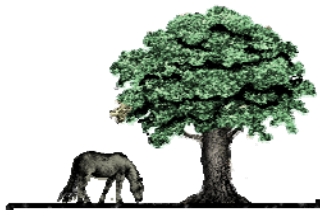
**Arbitration.** To the extent not expressly waived in this agreement, the parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for one full day of mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth below. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial full-day mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire.

The arbitration shall be administered by JAMS pursuant to the California Arbitration Act, California Code of Civil Procedure section 1282 *et seq.* Additionally, the parties will have the right to file a motion for summary judgment or summary adjudication pursuant to California Code of Civil Procedure section 437c, to be ruled upon by the arbitrator, except that the motion hearing shall be scheduled at least 30 days before the arbitration hearing, notice of the motion and supporting papers shall be served on the other party to the arbitration at least 30 days before the time appointed for hearing, the opposition to the motion shall be served and filed not less than 14 days preceding the noticed hearing date, and any reply papers shall be served and filed by the moving party not less than five days preceding the hearing date. The arbitrator shall issue a signed and dated written opinion which sets forth the essential findings and conclusions on which the decision to grant or deny a motion for summary judgment or summary adjudication is based.

Following the arbitration hearing, the arbitrator shall issue a signed and dated written opinion and award which sets forth the essential findings and conclusions on which the award is based. The opinion and award will decide all issues submitted and shall be final and binding to the fullest extent permitted by law and will be enforceable by any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. To the extent not expressly waived in this agreement, the arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator determines to be supported by credible

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and relevant evidence presented. Each party shall bear its own attorney's fees and costs in any proceeding to enforce or interpret this Agreement.

If the initiating party does not pay its share of the arbitration fees and costs within three months of receiving notice that payment is due, the arbitration will be dismissed, with prejudice.

The prevailing party in any arbitration and in any court proceeding to confirm or modify an arbitration award shall be entitled to recovery of actual and reasonable costs of suit, including attorney's fees.

No Arbitration shall be brought and no cause of action shall be asserted against Released Parties after the expiration of one year from the date of accrual of such cause of action, and any claim or cause of action against Released Parties shall be extinguished and deemed released unless asserted by the timely filing of a written demand for first mediation with JAMS and then arbitration with JAMS within such one-year period.

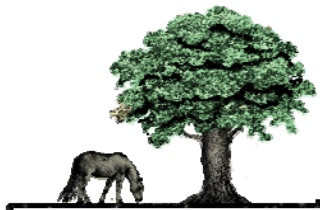
**Rules and Regulations/Warnings.** The undersigned agrees that the Releasing Parties shall be bound by and shall comply with all SCPA Rules governing the Site. The undersigned also agrees to comply with all requirements to wear safety helmets or other protective clothing. The undersigned also acknowledges that the undersigned has access to such SCPA Rules and has received a copy of the attached "Horse Related Activities Come With This Warning," and hereby acknowledges having read and understood it.

**Acceptance.** The undersigned acknowledges and agrees that he/she has read the above, is fully aware of the legal consequences of signing this Waiver, and has voluntarily signed this Waiver evidencing acknowledgment and acceptance of the above provisions. The undersigned understands that he/she may consult with legal counsel prior to signing this Agreement.

**Declaration re Minors.** In the event one of the Participant is a minor, the undersigned hereby represents and warrants that the undersigned is one of the parents of the above-named minor participant(s) (and/or the duly appointed legal guardian of such minor(s)), and that the undersigned has full authority to sign this release for and on behalf of the minor. The undersigned's signature constitutes expression of the undersigned's understanding and consent to the total and unconditional release set out above on behalf of such minor.

**Severability:** The undersigned understands that this Agreement is intended to be as broad and inclusive as permitted by law and agrees that if a court should decide that any clause contained herein is invalid, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which will remain in full force and effect.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AND SIGN IT OF MY OWN FREE WILL KNOWING THAT I**



**GIVE UP SUBSTANTIAL RIGHTS. I ALSO UNDERSTAND THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S).**

Executed at Los Angeles, California on \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
(If Minor, Parent or Guardian Must Sign)

**DECLARATION OF WITNESS**

**I certify that the above-named adult, parent or guardian acknowledged in my presence that he/she had read and fully understood the meaning and consequences of the foregoing release, and signed it in my presence.**

Executed at Los Angeles, California on \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
(If Minor, Parent or Guardian Must Sign)



## **HORSE-RELATED ACTIVITIES COME WITH THIS WARNING**

### **PROTECTIVE ATTIRE**

1. All riders must wear a well-lined **ASTM F-1163-00/SEI CERTIFIED HELMET** or equivalent protective head gear fastened securely under the chin while riding horses to prevent injuries.
2. All riders are advised to always wear riding boots and long pants to protect legs while working around or riding horses. Riders are also advised to wear other protective clothing such as vests while riding. Riders assume the risk of injury if they choose to wear clothing or shoes/boots that are not recommended. In all cases, hard-soled, fully enclosed shoes or boots and socks to protect feet must be worn.

### **THE NATURE AND PHYSICAL CHARACTER OF THE HORSE**

1. While domesticated, well-trained horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts are what has allowed the horse to survive from prehistoric times to the present day.
2. Horses are unpredictable by nature, with minds of their own, as are all animals, both domestic and wild. The horse is often somewhat high-strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy, weighing from 600 to 1600 pounds on the average. These characteristics deserve a human being's utmost respect.
3. When a horse is frightened, angry, under stress or feels threatened, it is his instinct to jump forward or sideways, to run away from danger at a trot or gallop of speeds up to 35 miles per hour.
4. If a horse is frightened or feels threatened from behind, it may kick straight back sideways in either direction, or even forward with either of its hind legs with tremendous force.
5. If a horse is frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of 3 to 6 feet.
6. If a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.
7. A human must always approach a horse calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.



8. Loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.

9. The first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head or sudden snorting through the nostrils accompanying at least one other warning sign.

10. A horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at that moment.

11. A horse has two blind areas around it which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse's mouth.

12. While a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot when it is balancing itself or turning about. If a horse is ridden or worked on unstable ground or slippery grass or footing it can fall down, injuring a rider or handler.

### **PROPERTY HAZARDS**

The Site contains numerous potential and actual hazards including uneven terrain, holes, unstable soil, wild animals, poison ivy, poison oak, etc. All riders must familiarize themselves with these potential and actual hazards and shall be fully responsible.