



DATE: _____

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

Name/Guardian Name: _____

Address: _____

Telephone: _____

I hereby enter into this agreement in consideration of my ability and permission to tour the grounds, ride OR use any Horse owned by All Seated in a Barn ("Owner"). Whose address is 10112 Shellabarger Road, Bakersfield, CA and 30764 Imperial Street, Shafter, CA

IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT All Seated in a Barn, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR All Seated in a Barn.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. By signing this form, I hereby acknowledge on behalf of myself and my family if present, that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- Bites, kicks, abrasions or contusions from horses, cows, alpacas, donkeys, zebra, pigs, goats, chickens, fowl, any species of animals
- Being thrown or bucked off by horses and/or donkeys
- Scratches or other injury from stalls, gates or enclosures.
- Scratches or other injury from grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

(Initial) _____

I hereby specifically forever waive and release All Seated in a Barn and its principals and agents, along with the owners of the property from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of All Seated in a Barn, its principals and agents. **(Initial)** _____

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at All Seated in a Barn there will not be a nurse on the premises and All Seated in a Barn and its



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principals and agents, along with the owners of the property whom we lease from, bear no responsibility for my health or medical care. I agree to indemnify, save and hold All Seated in a Barn and the owners of the property and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at All Seated in a Barn or any acts or omissions of All Seated in a Barn principals or agents or the owners of the property.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at All Seated in a Barn and the owners of the property without restriction, without liability to All Seated in the barn and the owners of the property, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein. (Initial) _____

If I am present at and participate in the activities of All Seated in the Barn and the owners of the property I do so at my own risk, and I hereby acknowledge and agree that All Seated in the Barn and the owners of the property and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at All Seated in a Barn and the owners of the property

Name: _____ Date: _____

Participant's Signature: _____