

Release and Waiver of Liability  
Performance Plus Paint Horses, Oso Ranch, Susan Gruber  
Ojai Valley Trail Riding Company

Assumption of Risk and Indemnity Agreement

BY SIGING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIDGHT TO RECOVER DAMAGES IN CAS OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS!

This is an agreement between the undersigned (or minor in my charge) and Performance Plus Paint Horses, Susan Gruber and her family Oso Ranch, Ojai Valley Trail Riding Company and their employees, I (hereinafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOURS INJURY AND IN SOME CASES DEATH, because to the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. \_\_\_\_\_
2. Knowing these facts and in consideration of your acceptance of this form, I voluntary assume the risk and danger of injury or death inherent in horseback riding activities. I hereby RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Gruber Family, doing business under its own name or and other name/and or any of its owners, officers, employees, agents, (hereafter the "releases"), for any loss liability, damage, or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person or property. \_\_\_\_\_
3. Release the Releasees from any claim that such releasees are or may not be negligent in connection with my riding experience or ability, included but not limited: to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities. \_\_\_\_\_
4. INDEMNIFY, AND SAVE AND HOLD HARMLESS, the Gruber family and its employees and agents from and against any loss, liability, damage or cost may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents. \_\_\_\_\_
5. Agree to abide by and follow any instructions given or rules established by the Gruber Family, Performance Plus Paint Horses, Ojai Valley Trail Riding Company, or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith. \_\_\_\_\_
6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumptions of risk, and indemnity agreement is governed by the State of California and intended to be as broad and inclusive as is permitted by California law, and that in the event any portions 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. \_\_\_\_\_
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Gruber Family or Performance Plus Paint Horses, Ojai Valley Trail Riding Company, its owners,

agents, employees or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorneys fees and cost incurred by the Gruber Family in defending such action. \_\_\_\_\_

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND RELEASE AND INDEMNIFY FOR ALL CLAIMS.

SIGNATURE AND DATE:

\_\_\_\_\_  
Parent/Guardian Waiver--for Minors

PRINT NAME: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

IF THE PERSON WHO IS TO ENTER INTO THIS AGREEMENT (REFERRED TO AS THE "UNDERSIGNED" ABOVE) IS UNDER EIGHTEEN (18) YEARS OF AGE, HIS/HER PARENT OR GUARDIAN MUST READ AND ADDITIONALLY SIGN THE FOLLOWING:

I, (print name) \_\_\_\_\_, acting as parent, natural guardian or legal guardian of (hereafter "the minor") hereby affirms that he/she had read the agreement, understand the agreement and understands that the agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian: \_\_\_\_\_ of: (list children below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HELMET WAIVER: I have been offered a safety Helmet and have on my own chosen not to wear it for my protection:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_