

WILDFIRE STABLES - WAIVER OF LIABILITY AND RELEASE

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 2010, by and between WILDFIRE STABLES and RIDERS LISTED BELOW and if Rider is a minor, Rider's parent or guardian,

1.) Name, Address and Contact Number:

Rider's Name & Age (if Minor): _____

Rider's Name & Age (if Minor): _____

Rider's Name & Age (if Minor): _____

Rider's Name & Age (if Minor): _____

Rider's Name & Age (if Minor): _____

Rider's Name & Age (if Minor): _____

Address: _____

Telephone No.: _____ Email Address: _____

Name and number of Person to Call in Case of Emergency:

2.) WARNING

CURRENTLY, IN THE STATE OF CALIFORNIA, THERE IS NO EQUINE LIMITED LIABILITY ACT. HOWEVER, HORSEBACK RIDING IS CLASSIFIED AS A "RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY", AND THERE ARE OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. BY SIGNING THIS AGREEMENT, OWNER IS AGREEING THAT THE STABLE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY, OR INJURY TO, OR THE DEATH OF THE OWNER AND/OR HORSE RESULTING FROM THE INHERENT RISKS OF EQUINE RELATED ACTIVITIES. HORSES ARE 5 TO 15 TIMES LARGER AND 20 TO 40 TIMES MORE POWERFUL, AND 3 TO 4 TIMES FASTER THAN A HUMAN. HORSEBACK RIDING IS THE ONLY SPORT WHERE A SMALLER, WEAKER PREDATOR ANIMAL (A HUMAN) TRIES TO CONTROL THE MOVEMENTS OF A LARGER, STRONGER PREY ANIMAL (THE HORSE), EACH HAVING A LIMITED UNDERSTANDING OF EACH OTHER. OWNER IS ASSUMING THE INHERENT RISKS OF PARTICIPATING IN THIS EQUINE RELATED ACTIVITY.

There are a number of inherent risks are associated with an Equine Related activity. A horse may behave in a manner that result in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting. A horse may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise; an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects. A horse may also react in a dangerous manner when a

condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a person fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with the horse, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

3.) RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE:

I, the undersigned, fully understand that horseback riding and horse-related activities are dangerous and entail risks of personal injury and death. Accidents or illnesses may occur in remote places where there are no available medical facilities. I understand that all horses, even those that appear calm and docile, may and will buck, rear, kick, bite, run and bolt uncontrollably, which may occur without warning and without apparent cause. I understand the inability to predict horse's reactions to sound, movements, unfamiliar environment, objects, persons, or animals. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal. I wish to participate in these activities knowing that they are dangerous. I accept and assume all risks of property damage, bodily injury, and the risk of death, and I represent and warrant that I have the authority to provide this Release and Waiver of Liability, and certify as follows:

Therefore and in consideration of the services of WILDFIRE STABLES, I hereby fully and forever release, waive and discharge WILDFIRE STABLES, their officers, employees, agents, representatives, and assigns, and all other persons or entities associated with those businesses or (hereinafter collectively referred to as "WILDFIRE" from any and all liability, claims, demands, actions, or causes of action of any kind, which I may or might have against, arising from, or by reason of, any and all known and unknown, foreseen or unforeseen, bodily injury, death or damage to property, which I may sustain due to the negligence of WILDFIRE including negligence which may increase the risk already inherent in horseback riding. Including possible equipment failure, collision with trees, brush, broken bones, severe injuries to the head, neck and back which may result in severe impalement and even death. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. Attacks by or encounter with insects, reptiles and or animals I further agree that, I shall not bring any claim, demand, or legal action against and/or sue WILDFIRE for any economic and non-economic losses due to bodily injury, death, and property damage.

To the fullest extent allowed by law, whether horseback riding or not, I WAIVE ANY RIGHT TO PURSUE ANY LEGAL CLAIM OR SUIT against WILDFIRE whether based on negligence, breach of contract, breach of warranty, strict products liability, dangerous condition of property, use of the facility and/or associated trails, or any other legal theory.

I further expressly agree that the foregoing release, waiver and agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I certify that I am fully capable of participating in this activity. I am in good physical condition and have no disability, illness, or other condition that could prevent me from participating in this activity that will not risk injury to or impairment of my health.

I VOLUNTARILY ASSUME FULL AND COMPLETE RESPONSIBILITY OFR ALL RISKS, KNOW OR UNKNOWN, OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED BY ME OR MY MINOR CHILDREN, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF WILDFIRE (THE RELEASED PARTIES) WHILE PARTICIPATING IN HORSEBACK RIDING OR ANY HORSE RELATED ACTIVITY, INCUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF WILDFIRE IN PROVIDING THESE SERVICES TO YOU TO THE FULLEST EXTENT ALLOWED BY LAW.

I/WE, THE UNDERSIGNED, HAVE READ, AND VOLUNTARILY ACCEPTED ALL THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANYING ME. I FURHTER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APRART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Wildfire Stables

Signature(s) of Adult Rider(s):

_____	_____
_____	_____
_____	_____

Under 18 Name of Participating Minor:

_____	Date of Birth_____
_____	Date of Birth_____

HELMETS ARE AVAILABLE FOR YOUR USE