

WAIVER AND RELEASE OF LIABILITY

This release of liability is made and entered into this _____ day of _____, 20____, between Boarding on the Lake (located at 9095 Auburn-Folsom Road, Granite Bay, California 95746), hereinafter referred to as "THE RANCH", the State of California, Department of Parks & Recreation and the US Bureau of Reclamation, hereinafter referred to collectively as, "THE STATE", and _____, hereinafter referred to as "RIDER"; and if RIDER is a minor, RIDER's parents or guardian, _____, () _____ (Home), () _____ (Work).

In return for the use of the property, facilities and services of THE RANCH today, and on all future dates, RIDER, RIDER's heirs, assigns and legal representatives, hereby agree to the following:

1. RIDER hereby acknowledges that the activity of riding and working with the horses is a hazardous activity and entails the assumption of risk such as; severe bodily injury, death, property damage, falls, kicks, and bites. As well as collision with vehicles, horses or stationary objects. The risks are inherent in these activities; still other risks may arise from conditions, situations, or activities of which the RIDER may be presently unaware.
2. RIDER hereby releases, waives, and relinquishes all claims of legal action for personal injury, wrongful death, or property damage against THE RANCH and THE STATE, arising because of participation in THE RANCH activities, or any activities incidental thereto. This includes rescue activities, any damages caused from or in any way connected with the riding of their horse(s) at THE RANCH or their working or training of their horse(s) at THE RANCH, whether under supervision and instruction of THE RANCH, or their unsupervised participation in these activities. This release applied even if THE RANCH or THE STATE is negligent or otherwise at fault.
3. RIDER also agrees to protect, hold harmless, defend and indemnify THE RANCH and THE STATE from all claims and legal actions for the personal injury, death or property damage arising from RIDER'S conduct; these indemnities apply even if THE RANCH or THE STATE is negligent or otherwise at fault.
4. RIDER understands that by signing this document they (1) acknowledge and assume all risk of injury, death or property damage they might suffer while participating in THE RANCH activities, even if it occurs as a result of negligence of THE RANCH or THE STATE or defects in equipment; (2) absolve and release THE RANCH and THE STATE from the consequences in their negligence, including without limit, rescue efforts, and defects in the equipment, and (3) will protect, hold harmless, and indemnify and defend THE RANCH and THE STATE against any legal actions or other claims for damages arising from their actions. RIDER understands they are forfeiting important legal rights and incurring important legal responsibilities.
5. RIDER understands that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as these; RIDER warrants that they possess these. RIDER understands and agrees that should emergency rescue services or evacuation become necessary, the expenses are their sole responsibility and not those of THE RANCH, THE STATE, or any other public or private entity.
6. RIDER agrees to abide by all of THE RANCH's rules and regulations.
7. RIDER agrees for any photographs taken during the rider to appear in ads.
8. RIDER further acknowledges that they have knowingly and voluntarily assumed these risks, without reliance or representations or advice by employees or representatives of THE RANCH, THE STATE, or any other person. RIDER is voluntarily executing this agreement and neither THE RANCH nor the STATE has made any representations to induce or coerce me to sign this document. RIDER agrees that the terms of this document bind them, their heirs, assigns, executors, and administrators, and expressly and specifically protect THE RANCH and THE STATE including, as applicable, their agents, employees, officers, directors, and shareholders.

RIDER'S Address: _____

Signature: _____ Date: _____

Signature of parent/guardian if RIDER is under 18: _____

Name & Phone number of emergency contact: _____

THE RANCH:

By: _____ Printed Name: _____