



Release of Liability, Waiver and Informed Consent Regarding the Risks of Engaging in Equestrian Activities of Horseback Riding and Related Interaction with Horses.

Definition(s): the term “Managers,” as referred to herein, means: Sabine Niederberghaus, Malcolm A. Lesavoy, MD, co-owners of the ranch “La Esperanza”, located at 2535 Hawks Nest Trail – “The Esperanza Riding Academy, Inc.,” (TERA) & “The Equine Leadership Program, Inc.,” “The ELP,” are operating from the ranch property - hereinafter collectively and individually referred to as “La Esperanza”, located at 2535 Hawks Nest Trail, Topanga, CA 90290, their successors, affiliates, agents, employees, attorneys and all other individuals who are in any way connected or involved with the equestrian activities that include horseback riding, horseback riding instruction, trail rides, horsemanship, stable work and other related activities, hereinafter referred to as “the activities” which are conducted with the Managers and Manager’s horses on the herein referenced property and on adjacent trails and lands, which are subject of this agreement.

Assumption of Risk: I (or on behalf of my minor child, dependent or conservatee) am voluntarily and knowingly participating in the aforementioned activities taking place at The ELP with full knowledge and assumption of all inherent known or unknown risks posed by my participation in said activities. I fully understand, as explained in the Release, that I will be interacting with, riding on and being in the company of live horses. I acknowledge that I have made aware and expressly warned of the potential risks of foreseeable injuries, harm and danger to my safety which is an inherent risk posed when engaging in said activities with, on and around horses. I understand and accept that the equestrian activities listed above are inherently dangerous and that there are potential risks related to any number of causes and scenarios, through the fault of no one, by acts of nature, posed by the natural and unpredictable behavior of horses and/ or other causes anticipated or not anticipated, including the horses, the equipment, the land, the terrain, the trails, other animals on the land, or the acts or omissions of the Managers, agents, employees, myself/minor children or others, that cannot be eliminated regardless of the care and efforts undertaken to provide for my safety and the safety of others. My informed consent is intended to extend to assume full responsibility for any injuries or accidents that could happen to me or my minor child(ren) while on the property or while engaging in the subject activities. I understand that I am fully responsible for my own safety and for the safety of my minor child(ren) and that the Managers do not warrant or assume any responsibility for my safety or the safety of minor children or others under my guardianship.

Release from Liability: As consideration for being permitted to participate in the activities, I, for myself, my heirs, personal representatives, agents, successors or assigns, **do hereby covenant not to sue and forever release, waive and discharge** the managers/ The ELP, its partners, affiliates, successors, officers, employees, representatives, and agents and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which I have or may have in the future resulting from my voluntary participation in the equestrian activities on the property of Sabine Niederberghaus-Lesavoy and/or Malcolm A Lesavoy, and all others referenced above as “Managers.” This includes but is not limited to, physical personal injuries, accidents, psychological injuries, emotional distress, illnesses, death and property loss. I acknowledge and verify that I have read the following each and every paragraph of this Release and hereby waive application of the California Civil Code Section 1542 which provides, as follows: **“ . 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.”

Binding and Severable: This Release constitutes the entire agreement between the respective parties and supersedes any and all prior oral or written agreements between the parties concerning the subject matter it contains. This Release may not be altered, amended or modified, except for a written document signed by both parties. This Release shall be binding upon the respective parties, and the provisions of this release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The terms of this release shall be governed by and construed in accordance with the laws of the State of California.

Indemnification and Hold Harmless: I also agree to indemnify (be responsible for) and hold harmless the Managers from all claims, injuries, losses, causes of action, penalties, suits, procedures, judgements, expenses, damages and liabilities, including attorney’s fees arising from my voluntary participation in the subject activities and to provide reimbursement for any expenses incurred. If my own or my minor child’s negligent acts or omissions should cause a third-party injury or damage to another person, I herewith declare to be fully responsible for providing full legal protection and adequate insurance coverage to indemnify the Managers. I represent that I am able to provide such protection and indemnification for the Managers. Further, I agree if I violate this agreement and cause any claim or action to be prosecuted against the Managers, I agree to pay costs and attorneys fees resulting from such action.

Image or Video Consent and Release: I hereby irrevocably authorize and grant, at no cost to The ELP, the absolute right and permission to copyright and/or publish, reproduce or otherwise use my name, voice, image and likeness, in audio and/or video recordings, photographs, written and/or biographical materials world-wide, in perpetuity, in all forms of media now and forever known. I acknowledge and understand that materials about or of me may be used both commercially and/or non-commercially for the sole purpose of advertising, promoting, reporting and disseminating information regarding The ELP.

Acknowledgements and Statement of Understanding: As the participant, or parent/legal guardian of a minor child, I acknowledge that I have read this agreement in its entirety and fully understand its terms. I am aware that by signing I am agreeing to give up substantial rights, including my right to sue the Managers for any and all injuries, resulting from my own or my minor child’s participation in the activities at the Manager’s facility on and around their horses and adjacent trails and properties. I acknowledge that I am voluntarily requesting for myself or my minor child to participate in the activities detailed in this agreement. I assume all inherent risks and take full responsibility for all injuries and/or damages, which may occur to me or my minor child. I acknowledge that I am agreeing to sign freely and without any induction or assurance of any nature and I intend for my signature to signify the complete and unconditional release of all liability to the greatest extent of the law.

ADULT (18+) PARTICIPANTS SIGNATURES:

RELEASOR NAME: _____

RELEASOR SIGNATURE: _____ **DATE:** _____

PARENT/GUARDIAN SIGNATURE:

I am the parent or legal guardian of the minor child(ren) listed below. I have read this agreement in its entirety, and I understand and consent to its terms. On behalf of the minor child(ren) or any other persons or guardians of a minor child(rem) listed below, I authorize participation with my signature, and agree to release and waive liability as an inducement for allowing any child for which I am responsible to engage in the activities subject to this agreement.

CHILD 1 PRINTED NAME: _____ **Age / Date of Birth:** _____

CHILD 2 PRINTED NAME: _____ **Age / Date of Birth:** _____

CHILD 3 PRINTED NAME: _____ **Age / Date of Birth:** _____

PARENT/GUARDIAN PRINTED NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____