

# Welcome to Rainbow Canyon Ranch

**Thank you for choosing Rainbow Canyon Ranch, we welcome you to our family. We ask you to please completely fill out all of the releases in this packet, prior to your arrival. We are looking forward to providing you with a wonderful equestrian experience.**

-RCR

*Riding School and Lessons - Contract Adult  
Included Forms:*

*Student Release  
Medical Release  
Rules & Regulations  
Consent & Indemnification*

# Rainbow Canyon Ranch

## Student Information and Release Form

Student's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Drivers License # \_\_\_\_\_

Email: \_\_\_\_\_

Parent(s)/Legal Guardian(s) \_\_\_\_\_

Street Address: \_\_\_\_\_

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

### Mother's Phone Numbers

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

### Father's Phone Numbers

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

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**Please list all phone numbers in case of an emergency**

Emergency contact \_\_\_\_\_

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work \_\_\_\_\_

Important Info \_\_\_\_\_

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### Horse Handling / Riding Experience (check one that applies)

- \_\_\_\_\_ No Experience
- \_\_\_\_\_ Beginner (under 10 hours, walk and/or trot)
- \_\_\_\_\_ Novice (10-25 hours, walk, trot and canter)
- \_\_\_\_\_ Intermediate (25-40 hours, walk, trot, canter and jump small obstacles)
- \_\_\_\_\_ Advanced (40 or more hours, walk, trot, canter and jumping courses)

Does this student have any physical or mental condition(s), which may affect his or her safety and /or ability to ride and control a horse? (Circle one) YES NO

If you circled YES please explain: \_\_\_\_\_

Does this student have any medical condition(s), allergies or taking medication, which may affect his or her safety and /or ability to ride and control a horse? (Circle one) YES NO

If you circled YES please explain: \_\_\_\_\_

(Initials) \_\_\_\_\_

## **Rainbow Canyon Ranch**

### **Student Information and Release Form**

The undersigned, hereinafter referred to as Student, hereby enters into this agreement for participation in Riding Lessons and/or Horse Related Activities at Rainbow Canyon Ranch, hereinafter referred to as RCR , the undersigned agrees to, and will be subject to all of the following terms and conditions:

1. Student agrees that all fees are understood, and that RCR's brochures have been read. Student agrees to be solely responsible for paying all costs and charges incurred. Student understands that RCR does not bill for lessons, and RCR requires payment, or pre-payment at the time of service. All prices reflect a 6% cash discount.  
(Initial\_\_\_\_\_)
2. Student agrees 24 hour notice is required to cancel a lesson, Student agrees full price will be charged for that lesson, should student not provide required notice. (Initial\_\_\_\_\_)
3. Student agrees they have received and read RCR's rules and regulations and agrees to abide by all rules and regulations of RCR at all times while on the property. Student acknowledges and assumes full responsibility for all guests, including spectators, and agrees all guests and spectators, must read and abide by RCR's rules prior to entering of the facilities, and that Student will be responsible for their actions, and that RCR is neither responsible nor liable for actions of Student and/or their guest, and RCR will be held blameless in case of injury to any guest, property or Student. RCR may suspend riding privileges at any time for failure to abide by the rules. (Initial\_\_\_\_\_)
4. Student assumes all risk of loss for tack, equipment or any other personal property while on RCR property. RCR shall not be responsible for any equipment and/or personal property brought to and/or left at RCR. RCR shall assume no responsibility for any missing, and/or damaged tack, equipment, and/or other personal property. (Initial\_\_\_\_\_)
5. Student understands proper riding attire is required, and closed shoes with hard soles will be worn around the horses at all times.  
(Initial\_\_\_\_\_)
6. Student understands that RCR requires that protective headgear/helmet which meets or exceeds the standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, be worn at all times while mounted and/or riding, and/or suggests wearing the helmet while near horses, and Student understands they are solely responsible for providing a certified helmet, ensuring the proper fit, checking the condition of their headgear/helmet, and the headgear/helmet chinstrap that Student may wear, and to monitor the compliance with this requirement at any/all times now and in the future. Should Student borrow/use one of Rainbow Canyon Ranch headgear /helmets Student assumes any and all risk and is responsible for verifying the fit, condition, and safety of such headgear/helmet.  
(Initial\_\_\_\_\_)

7. **Student understands upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. Student agrees that as the rider they are responsible for his/her own safety.**  
(Initial\_\_\_\_\_)
  
8. **Student understands saddle girths (saddle fasteners under horse's belly) may loosen during a ride. Student agrees to alert/notify the instructor as quickly as possible, so action can be taken to avoid slippage of saddle and a potential fall from the animal. (Initial\_\_\_\_\_)**
  
9. **Student has read, understood and signed the RCR Consent, Release and Indemnification Agreement.**  
(Initial\_\_\_\_\_)

**I AGREE AS THE UNDERSIGNED, THAT I HAVE READ AND DO FULLY UNDERSTAND THE FORGOING, AGREEMENT, TERMS AND CONDITIONS.**

**Sign Student's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Student's Name:** \_\_\_\_\_

**Sign Parent/Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Parent/Legal Guardian:** \_\_\_\_\_

**Sign Parent/Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Parent/Legal Guardian:** \_\_\_\_\_

**Rainbow Canyon Ranch  
Rider Medical Information Release Form- Adult**

**Rider's Name:** \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse or Parents Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Rider's Medical Information:**

Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_ Member #: \_\_\_\_\_

Medical Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_

Existing Medical Conditions: \_\_\_\_\_

Allergies: \_\_\_\_\_

Medications? \_\_\_\_\_ If yes, please list: \_\_\_\_\_

Last Tetanus Immunization Date: \_\_\_\_\_

Additional Medical Information: \_\_\_\_\_

***Copy of Insurance Card must be attached to this form.***

**Emergency Contact #1**

Name: \_\_\_\_\_ Relationship to Rider: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Emergency Contact #2**

Name: \_\_\_\_\_ Relationship to Rider: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Medical Release:**

As the undersigned, I, do hereby authorize the staff of Rainbow Canyon Ranch or an authorized representative, as agent(s) for the undersigned, to consent to any X-Ray examination, anesthetic, dental, medical or surgical diagnosis or treatment and hospital care which is rendered under the general or specific supervision of any physician and surgeon licensed under the provisions of the California Medicine Practice Act on the medical staff of a licensed hospital, whether such examination, diagnosis, or treatment is rendered at the office of said physician or at such hospital.

It is understood that this authorization is given in advance of any specific examination, diagnosis, treatment, or hospital care being required, and is given to provide authority and power on the part of our above named agent(s) to give specific consent to any and all such examinations, diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable.

It is agreed all the above medical and insurance information I provided is correct. As the undersigned I agree that I shall pay for all fees for doctors, hospitals, ambulances, medical transport, and any charges necessarily incurred.

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

(Initials) \_\_\_\_\_

**Rainbow Canyon Ranch  
Riding School Rules and Regulations**

- 1. When using the facility proper etiquette and courtesy will be used at all times. No running, shouting or roughhousing is allowed.**
- 2. Proper riding attire is required. Closed shoes with hard soles will be worn at all times while around the horses.**
- 3. Students must arrive at least 30 minutes before their scheduled lesson time in order to tack up their horse and be ready for their lesson on time. Students must plan on 30 minutes after the lesson to clean up and put away their lesson horse.**
- 4. Students must wear complete riding attire for every lesson: tall boots or paddock boots with half chaps, breeches, and helmet. Shirts must be tucked in.**
- 5. An ASTM approved helmet is required at all times while mounted.**
- 6. Students are responsible for proper clean up of the crossties, manure removal as well as putting away all tack and equipment.**
- 7. 24-hour notice is required to cancel a lesson; full price for the lesson will be charged if notice is not provided. 626-334-9480**
- 8. In case of rain or other forces of nature, lessons may be cancelled; Students are required to call and check the conditions. 626-334-9480**
- 9. RCR does not bill for lessons and payment is required at the time of service, or in advance.**
- 10. Children must be picked up after their lesson is completed unless prior arrangements have been made.**
- 11. It is the responsibility of the student to cool off their horse and groom it properly before putting it away.**
- 12. Horses will be assigned by trainer as per her discretion.**
- 13. RCR does not allow smoking, dogs or cars in the barn area.**
- 14. Students may not pet or feed any horse with out the owner's permission.**
- 15. Students are responsible to advise any guests of all rules and regulations, as well as the dangers of equestrian activities. Students will be held liable for any damages caused by the actions or behavior of any guest(s).**

**Signed by Student:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed by Parent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RAINBOW CANYON RANCH- Riding School & Summer Camp  
CONSENT, RELEASE, AND IDEMNIFICATION AGREEMENT**

**THIS CONSENT, RELEASE, AND IDEMNIFICATION AGREEMENT** ("Release") is entered into on, \_\_\_\_\_ 20\_\_\_\_, by the undersigned \_\_\_\_\_ in favor of Rainbow Canyon Ranch, its owners, family operators, employees, trainers, agents, and any other persons or entities affiliated with Rainbow Canyon Ranch (collectively, the "Released Parties", and each a "Released Party" or "Rainbow Canyon Ranch Indemnites", as the case may be).

In consideration for being permitted by any Released Party to participate in the sport of horseback riding, horse jumping, riding lessons, summer camp, and the handling of horses at the equine facility known as Rainbow Canyon Ranch located at 2350 N. San Gabriel Canyon Road, Azusa California 91702 (the "Property"), and to enter and use the facilities of the Property (whether or not such use is on a pay basis), and/or to participate in horse show competitions under the instruction/training of any Released Party, I acknowledge and agree as follows:

1 HAZARDOUS ACTIVITY.

I AM AWARE AND UNDERSTAND THAT THE, HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND PLACING MYSELF IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I am aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run, and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind or sound, or movement of people, other horses, other animals, birds, insects, motor vehicles, bicycles, machinery or doors) that may induce fear, panic, anger, or reflex actions in the horse. Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Stumble; Shifting its weight; Bucking; Rearing; Kicking; Biting; Run from danger; make unpredictable movements, spook, jump obstacles; step on a person's feet; push or shove a person; saddles or bridles may loosen or break- all of which may cause the rider to fall or be jolted resulting in serious injury or death to myself or any person within close proximity of a horse.

I am aware and understand that serious, permanent bodily injury and disability or death of myself, or others within the vicinity of horses, may result from the handling, grooming, care, or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to me or others may be, as applicable, killed, injured or damaged. . **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Rainbow Canyon Ranch to list all possible risks for me.**

(Initials) \_\_\_\_\_

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE OR DEATH SUFFERED BY MYSELF OR BY ANY OTHER PERSONS, AND ANY AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION, OR LOSS OF MY PROPERTY OR THE PROPERTY OF ANY OTHER PERSON CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE HANDLING, CARE, OR RIDING OF HORSES AT THE PROPERTY BY MYSELF OR ANY OTHER PERSON, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR PARTIES. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING AND RIDING OF HORSES AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE RIDING HORSES, INCLUDING, WITHOUT LIMITATION, A SEI CERTIFIED ASTM STANDARD F1163 APPROVED HELMET AND RIDING BOOTS.

2. CONDITIONS AT THE PROPERTY.

Rainbow Canyon Ranch is NOT responsible for total or partial acts, occurrences, or elements of nature And/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I have inspected Rainbow Canyon Ranch facilities and am satisfied that all premise conditions are reasonably safe for intended purpose, usage and my presence upon the Property. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles continuously enter and exit the Property's property in close proximity to the areas, and in the same areas, in which horses are boarded, groomed and ridden. I further understand that golf carts, water trucks, tractors and other machinery are used on a daily basis in the operation, maintenance, and repair of the Property, that persons work, ride, lunge, turn-out and hand-walk horses, dogs, cats and non-domesticated animals run loose, flags and other objects wave, and other distracting activities, occur at the Property, on a daily basis, in close proximity to horses. Such distracting activities may cause horses to react in an unpredictable and dangerous manner, without warning. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Rainbow Canyon Ranch to list all possible conditions for me.**

I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS SUFFERED BY MYSELF OR ANY OTHER PERSON, OR BY MY HORSE OR PROPERTY OR BY ANY OTHER PERSON'S HORSES OR PROPERTY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF MY REACTION OR THE REACTION OF MY HORSE OR ANY OTHER HORSE TO SUCH DISTRACTING ACTIVITIES, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR PARTIES.

3. PROTECTIVE HEADGEAR/HELMET WARNING.

I understand that Rainbow Canyon Ranch requires that protective headgear/helmet which meets or exceeds the standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, be worn at all times while mounted and/or riding, and/or being near horses, and I understand I am solely responsible for providing a certified helmet, ensuring the proper fit, checking the condition of my headgear/helmet, and the headgear/helmet chinstrap that I may wear, and to monitor my compliance with this requirement at any/all times now and in the future. Should I borrow/use one of Rainbow Canyon Ranch headgear /helmets I assume any and all risk and am responsible for verifying the fit, condition, and safety of such headgear/helmet.

4. PERSONAL PROPERTY.

I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property (including property left in any tack room, storage area or locker), I will do so at my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), or theft of any such property, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.

(Initials) \_\_\_\_\_



5. AGREEMENT NOT TO SUE

I HEREBY AGREE THAT NEITHER I, NOR MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, OR ASSIGNEES WILL MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF ANY OF THE RELEASED PARTIES for any loss, damage, bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction or other harm of whatever nature, whether foreseen or unforeseen, suffered by myself, any other person, my horse or any other person's horse caused by, resulting from, or arising out of, directly or indirectly, my participation, or the participation of any other person, in the handling, care, riding or training of horses, the use of the facilities of the Property, the transportation of any horse, the administration of any aid or veterinary care to any horse, or failure to arrange for veterinary aid or care at the Property, except to the extent caused solely by the gross negligence or willful misconduct of the Released Party or Parties.

6. RELEASE.

On behalf of myself, my heirs, distributees, guardians, legal representatives, and assignee I HEREBY FULLY AND UNCONDITIONALLY RELEASE AND FOREVER JOINTLY AND SEVERALLY DISCHARGE THE RELEASED PARTIES, TO THE EXTENT PERMITTED BY LAW FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN LAW OR IN EQUITY, OR ANY COMMON LAW CLAIMS OF ANY KIND including, without limitation, breach of contract, for negligence, negligent misrepresentation, and any or all real or pretended claims, causes or action or demands, whether foreseen or unforeseen, which may be sustained by me or any other person as a direct or indirect result of my participation in the handling, care or riding of horses at the Property or at horse show competitions, or the use of the facilities of the Property in any manner, except to the extent caused solely by the gross negligence or willful misconduct of the Released Party or Parties. I understand that as part of the consideration for this Release, I waive the provisions of Section 1542 of the California Civil Code, which reads 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.”

\_\_\_\_\_ (INITIALS)

7. INDEMNIFICATION.

I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL, claims, suits, demands, damages, liabilities, expenses (including, but not limited to attorney fees), losses and out-of-pocket expenses and costs suffered or incurred by any of them, and any claims and actions with respect thereto:

a. Arising from or in connection with the injury, illness or death of myself or any person, whom I bring or invite to the Property, or otherwise permit to be in the vicinity of any horse in my possession or under my control, or the damage, destruction or loss of any of my or his/her property.

b. Arising out of any wrongful or negligent act or omission by me while at the Property or while participating in a horse show under the training of any Released Party.

c. Asserted by any third party whom I bring or invite to the Property or otherwise permit to be in the vicinity of any horse in my possession or control, other than those claims or actions based by such third party solely on the gross negligence or willful misconduct of the respective indemnified Released Party.

8. SPONSORS AND INVITEES.

I AGREE THAT I WILL NOT PERMIT ANY PERSON (OTHER THAN THE RELEASED PARTIES) TO HANDLE OR RIDE MY HORSE, OR ANY OTHER HORSE UNDER MY CONTROL AT THE PROPERTY UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO RAINBOW CANYON RANCH, OR HIS AGENT, A FORM OF THIS RELEASE, AND ANY OTHER APPLICABLE FORM REQUIRED BY RAINBOW CANYON RANCH.

(Initials) \_\_\_\_\_

9. REPRESENTATIONS AND WARRANTIES.

I represent and warrant that:

- a. I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND; ALL OF; THE WORDS, TERMS, PROVISIONS AND EFFECTS OF THIS RELEASE.
- b. I am 18 years of age or older and am legally competent to enter into this Release,
- c. No promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release,
- d. I have obtained health insurance which provides reasonable insurance coverage and will maintain such health insurance while I participate in the sport of horseback riding at the Property, use the facilities of the Property, or participate in horse shows under the training of any Released Party, and
- e. I HAVE EXECUTED THIS RELEASE KNOWINGLY AND VOLUNTARILY, AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS  
A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT  
OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE  
THERE TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT  
MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS,  
DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.  
\_\_\_\_\_ (INITIALS)

10. CERTAIN LIMITATIONS OF RELEASE.

The provisions of this Release shall not be enforceable by any persons or entities other than the Released Parties. This Release shall not apply to any injury, illness, death, or disability of my horse caused by the failure of the Property to provide regular food, water or other items to my horse to the extent any of the Released Parties are contractually required, by specific written contract, to provide such items.

11. DISPUTE RESOLUTION.

The parties shall exercise good faith reasonable efforts to achieve resolution of disputes arising out of or relating to this Agreement, or the breach thereof, through one of the following means:

- a. Small Claims Court. If applicable, the parties shall exercise good faith reasonable efforts to achieve resolution through proceedings in small claims court in Los Angeles County, California.
- b. Mediation. In the event that a proceeding cannot be brought in small claims court under subsection 14(a), the parties shall exercise good faith reasonable efforts to achieve resolution through non-binding mediation. The parties to the mediation shall equally share the costs of the mediation; however, no party shall be required to pay more than \$2,000.00 in connection with any single mediation under this Agreement unless such party agrees to do so in writing.

12. ATTORNEY'S FEES.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party in such disputes shall be entitled, in addition to its other rights hereunder, to recover reasonable attorneys' fees and all related expenses. "Prevailing party" means that party in whose favor any monetary or equitable award is made, regardless of settlement offers.

13. GOVERNING LAW.

This Agreement is made in and shall be governed by the laws of the State of California, without regard to its choice of law principles.

(Initials) \_\_\_\_\_

14. SEVERABILITY.

If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provisions shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms. In the event any action is brought to enforce or interpret the terms of this Release and Agreement, the prevailing party shall be entitled to an award of all attorney fees and expert costs.

15. ENTIRE AGREEMENT.

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties regarding the subject matter of this Agreement.

**I HAVE CAREFULLY READ THIS CONSENT, RELEASE, AND IDEMNIFICATION AGREEMENT, AND I UNDERSTAND AND ACKNOWLEDGE THAT IT IS A COMPLETE RELEASE OF LIABILITY AND A PROMISE NOT TO SUE OR MAKE A CLAIM. I AM AWARE THAT THIS AGREEMENT IS A CONTRACT BETWEEN MYSELF AND RAINBOW CANYON RANCH, ITS OWNERS, FAMILY OPERATORS, EMPLOYEES, TRAINERS, AGENTS, AND ANY OTHER PERSONS AFFILIATED WITH RAINBOW CANYON RANCH.**

Dated: \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

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

Full Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Drivers License: \_\_\_\_\_ Date of Birth: \_\_\_\_\_