

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 you or your horse's arrival. We are looking forward to providing you with a wonderful equestrian experience.

-RCR

*Boarding Only - Contract Minor
Included Forms:*

*Board Agreement
Medical Release
Rules & Regulations
Consent, Indemnification
Parent Consent*

If you choose to leave a Credit Card on file please request an authorization form.

(Initial) _____

Rainbow Canyon Ranch Boarding Agreement and Information

This agreement is entered between the undersigned below and Rainbow Canyon Ranch, herein after known as RCR. Spaces will not be guaranteed unless paid in full every month. A payment of first and last months' board will be required upon move in and a thirty-day written notice must be given prior to moving. This Agreement will not be considered valid and accepted unless completed in full.

Name of Owner/s: _____

Address: _____

City: _____ State: _____ Zip: _____

Home # _____ Work # _____ Cell # _____

Email: _____

Employer: _____ Drivers License# _____

.....
Horses Barn Name: _____ Sex: _____

Breed: _____ Age: _____ Color: _____ Height: _____

Estimated Value \$ _____

Show Name: _____ USEF # _____

Insurance Co.: _____ Policy # _____

RCR suggests all horses be insured for mortality and major medical.

Allergies or Medications: _____

Condition & Markings: _____

Special Instructions: _____

Emergency Contact: _____

History of any Lameness or Colic? _____

For routine purposes do you wish to use our veterinarian and farrier? _____

Preferred Vets Name: _____ Phone # _____

Preferred Farriers Name: _____ Phone # _____

All veterinary and farrier bills are the owners responsibility

Owner certifies that the animal described above is in good health, has not been exposed to any contagious diseases with in the last 90 days, is in good health, and has received all routine medical care including vaccinations and deworming. Initial _____

(Initial) _____

Rainbow Canyon Ranch Boarding Agreement and Information

The undersigned hereby enters into this agreement for Boarding of this horse(s) known as

1. _____ 3. _____

2. _____ 4. _____

at Rainbow Canyon Ranch also known as RCR, the undersigned agrees to, and will be subject to all of the following terms and conditions:

1. Boarder has personally inspected the facilities and operation of RCR and has found such to be maintained and operated in a safe manner, free from defects and suitable for the boarding of horse(s) owned by Boarder. (Initial _____)
2. RCR agrees they shall provide enclosure, basic feed, stall cleanings, bedding for box stalls, and fresh water for boarded horses. (Initial _____)
3. All Board charges will be paid in advance and the total due by the 15th of every month, paid in accordance with the current price list and are subject to any changes in the price list. RCR reserves the right to change prices without notice. All late payments are subject to a late fee of \$50.00 for any invoice that has not been paid by the 15th of the month. Interest will accrue at 1.5%. Rates reflect a 6% cash discount. (Initial _____)
4. It is the Boarder's responsibility to maintain current phone numbers and emergency contact information with RCR. All updates shall be made in writing to Rainbow Canyon Ranch 2350 N. San Gabriel Canyon Road, Azusa CA 91702. Emergency contact information shall include all persons or entities whom have the authority to make decisions regarding the care of Boarder's horse if the Boarder is unavailable. (Initial _____)
5. Boarder is required to properly care for the boarded horse, providing the horse with routine exercise, farrier and veterinary services. (Initial _____)
6. If the animal becomes ill or is injured and requires medical attention, RCR and/or RCR staff has the owner's authorization to take whatever measures are necessary for the welfare of the animal. The owner acknowledges that RCR and their staff will use their best judgment with regard to the horses welfare and the owner agrees to be responsible for any and all medical or veterinary expense, including transportation, and any other costs, Boarder agrees that all said charges shall create a valid lien on the Horse until paid in full. Boarder agrees to hold RCR and its staff, free and harmless from any liability arising there from. (Initial _____)
7. All horses kept at RCR must be vaccinated and dewormed regularly, owner can get schedule and required vaccines from barn manager. Boarder acknowledges that vaccinations and deworming at RCR is for the animal's health and for the health of all other animals kept at RCR and agrees to pay for all fees incurred. (Initial _____)
8. Boarder assumes all risk of loss by sickness or injury to Boarder's horse. RCR shall not be liable for loss or injury to the horse due to fire, theft or any other cause. Owner understands RCR recommends mortality and major medical insurance for all horses. (Initial _____)
9. Boarder is responsible for all veterinary and farrier services. Boarder is responsible for all contracted services including lunch, supplements, turnout, and other related services. Payment for these services are due with boarding fees per Section 3 above. Boarder agrees that all said charges shall create a valid lien on the Horse until paid in full. Boarder agrees to hold RCR and its staff, free and harmless from any liability arising there from. (Initial _____)
10. Boarder assumes all risk of loss for tack, equipment or any other property owned by Boarder 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 or damaged tack, equipment or other personal property. (Initial _____)

(Initial) _____

11. Boarder agrees they have received and read RCR's rules and regulations and agree to abide by all rules and regulations of the stable. Boarder acknowledges and assumes full responsibility for all guests, including spectators, and agrees all guests and spectators, must sign Release and Waiver forms and read and abide by RCR's rules prior to use of the facilities. Boarder acknowledges that RCR may suspend riding privileges and/or terminate use of the facilities at any time or evict a boarder without refund of monies for failure to abide by the rules. (Initial_____)
12. Boarder acknowledges that RCR highly encourages and recommends that all riders and guests use safety equipment, at all times, including but not limited to, ASTM Approved helmets and riding gear. All riders under 18 years of age are required to wear an ASTM approved helmet at all times while mounted. (Initial_____)
13. In the event that someone other than the Boarder/Owner comes to take for the horse off RCR property, such person shall have written authority signed by the owner to obtain the horse. (Initial_____)
14. RCR and/or Boarder may terminate this Agreement given thirty (30) days' notice. If this contract is broken without thirty (30) days notice, Boarder agrees to forfeit last month's board. RCR shall retain a lien for outstanding indebtedness upon termination and will, if necessary, hold the horse and all equipment until the indebtedness is paid. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement. (Initial_____)
15. Boarder understands that California Law (California Civil Code §3080) provides that stables engaged in the business of boarding horses have a possessory lien on the horses it boards to secure payment for its services. Section 3080.02 of the California Civil Code also permits stable lien holder to sell animals when Boarder is in arrears in payments, but only after judicial authorization, judgment or the consent of Boarder. Boarder hereby waives those provisions of California Civil Code § 3080.02 and hereby grants authority to Stable to sell any horse and equipment owned by Boarder which is more than 60 days in arrears in payment of boarding fees, upon 10 day written notice without any requirement that stable seek judicial authorization of any kind prior to sale. Boarder irrevocably waives any rights it may have under California Civil Code § 3080, except that Stable shall be required to provide Boarder with 10 days written notice of its intent to sell Boarder's horses or equipment for which payment of boarding fees is 60 days in arrears. (Initial_____)
16. Boarder agrees to provide horse with a leather halter with nameplate and green lead rope at all times, and understands that RCR requires that all blankets must be green in color. (Initial_____)
17. Boarder is requested to leave a valid credit card on file and sign a form authorizing RCR to submit billing charges to the account. Boarder agrees if their Rainbow Canyon Ranch bill remains unpaid by the 30th of the month, to provide credit card information to RCR, or agrees the credit card on file will be charged . (Initial_____)
18. Boarder acknowledges and agrees that they have willingly signed a Rainbow Canyon Ranch CONSENT, RELEASE, AND IDEMNIFICATION AGREEMENT. (Initial_____)

I AGREE AS OWNER/BOARDER, AND THE UNDERSIGNED, THAT I HAVE KNOWINGLY READ AND DO UNDERSTAND THE FORGOING, AGREEMENT, TERMS AND CONDITIONS.

Signed by Owner: _____ Date _____

Printed Name of Owner: _____

Signed by Boarder if different than Owner: _____ Date _____

Printed Name of Boarder if different than Owner: _____

Signed by Parent if Owner/Boarder is a Minor: _____ Date _____

Printed Name of Parent if Owner/Boarder is a Minor: _____

Accepted by Staff _____ Date _____

(Initial)_____

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

Rider's Name: _____ Date of Birth: _____

Parent's Name(s): _____

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, parent(s) or legal guardians of for the child listed above, a minor, 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 seem 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: _____
(Parent or Guardian)

(Initial) _____

**Rainbow Canyon Ranch
Boarding/Training Rules and Regulations**

- 1. Please respect our Ranch hours, no entry before 7am or after 9pm without special permission.**
- 2. No one is allowed to use any vehicle, equipment or machinery without permission from the manager or a staff member.**
- 3. No smoking or cars are allowed in the barn area.**
- 4. No alcohol use will be allowed on property. If you are found to be intoxicated you will be removed from the property at once and your boarding contract will be cancelled immediately**
- 5. Any person under the age of 18 must wear an ASTM approved helmet while mounted; RCR strongly recommends that all persons wear an ASTM approved helmet while mounted. RCR requires all riders wear an ASTM approved helmet during lessons, and while mounted upon a RCR horse.**
- 6. Boarders may use any arena that is not being used by RCR staff for training and/or lessons. No one may jump without supervision in any ring; a staff member must grant permission to use the jumps in Ring 1.**
- 7. Boarders must have their stall door closed or a stall guard up when the horse is in the stall. The door must be closed when you are not at the stall. A stall guard does not constitute a closed door.**
- 8. A halter and lead line, or a bridle must be on the horse at all times, when outside the stall.**
- 9. Every horse must have a leather halter with a nameplate and green lead rope at the stall.**
- 10. Do not tie your horse anywhere but in the supplied crossties. Horses may not be left unattended on the crossties.**
- 11. Boarders are responsible for proper clean up of the crossties, manure removal as well as putting away all tack and equipment.**
- 12. Boarders are not entitled to use any of RCR's tack, equipment or supplies.**
- 13. Turnouts are limited to 20 minutes; training horses take priority. Boarders must stay within close proximity to the horse. There are no turnouts allowed in any of the riding rings.**
- 14. Boarders shall advise the office if a horse is to be away overnight.**
- 15. Individuals signing the boarding agreement are the only people to whom RCR is responsible.**
- 16. Only RCR personnel, owner, or owner's family, or lessee may handle/ride a boarder's horse without informing the office. If you wish to have a guest, ride your horse, all regulations apply and the guest must first sign the proper release forms. You will be held liable for the behavior and actions of your guest.**
- 17. Absolutely no boarder will be allowed to take or request from our employees additional feed, bedding or any extra service without going through the management.**

- 18. Owners are expected to keep all areas used clean, and any feed storage must be approved by the management. No storage of feed in tack lockers.
- 19. No driving to or in the barn or paddock areas. RCR may make exceptions for dropping off feed and equipment, you must check with a staff member first, and alert any instructor before driving by any arena. Speed limit is 3 MPH.
- 20. No food or beverages are to be left in or near the barn. All items must be placed in the barn trash barrel, In order to avoid rodents and insects in the barn.
- 21. Only use your own equipment, tack, supplies, and feed. Please respect the property of others.
- 22. DO NOT feed treats (or anything – hay, grain, etc.) to any horse except your own. Horses may have allergies, special dietary requirements, etc.
- 23. It is expected that proper etiquette and courtesy be used while at the ranch. No running shouting or roughhousing is allowed on the property.
- 24. If you, your guests, your horse or horses cause any damage to stalls, paddocks or equipment, that is in excess of routine maintenance, we reserve the right to charge you accordingly.
- 25. Dogs or other pets are not allowed in the barn area, they must remain in your vehicle.
- 26. The barn phone is generally NOT for boarder use. Boarders may use it in the case of an emergency or in the instance of waiting for the vet or farrier ONLY.

Signed by Boarder: _____ *Date:* _____

Signed by Parent: _____ *Date:* _____

If Boarder is a minor

(Initial) _____

**RAINBOW CANYON RANCH- Boarding & Training Clients
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 Indemnitees", 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, horse training, and/or the boarding of horse(s) at the equine facility known as Rainbow Canyon Ranch located at 2350 N. San Gabriel Canyon Road, Azusa California 91702 (the "Property"), and to use the facilities of the Property (whether or not such use is on a pay basis), and to participate in horse show competitions under the training of any Released Party, I acknowledge and agree as follows:

1. HAZARDOUS ACTIVITY.

I AM AWARE AND UNDERSTAND THAT THE BOARDING, 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. 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, 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 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.

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 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

(Initial) _____

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.

I am aware and understand that riding rings at the Property are uncovered, and that rain or runoff may enter the rings, causing the riding surface to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, fields, and other grounds and fields at the Property, may at any time be wet, icy, slippery, rutted, eroded, or rocky or may contain holes.

I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE OR LOSS SUFFERED BY MYSELF OR TO ANY OTHER PERSON, OR TO MY HORSE OR PROPERTY AND OTHER PERSON'S HORSES AND PROPERTY, WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, CAUSED BY, RESULTING FROM OR ARISING OUT OF THE CONDITION OF THE RIDING SURFACE OF THE RIDING RINGS, GROUNDS OR FIELDS AT THE PROPERTY, OR THE RIDING, TRAINING OR EXERCISING OF HORSES IN SUCH RINGS, GROUNDS OR FIELDS, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR PARTIES.

3. RIDING LESSONS AND HORSE SHOWING.

If I participate in riding lessons taught by a Released Party at the Property, or at horse show competitions on the Property or away at a different location, I agree that I and not the Released Party or any other third party, am responsible for maintaining control of the horse I ride and none of the Released Parties shall have any liability in the event of the loss of or damage to me or my horse in the course of riding lessons, or horse showing, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.

4. HORSE TRAINING AND SERVICES.

I agree that if I purchase horse training services from a Released Party none of the Released Parties shall have any liability in the event of the loss of or damage to my horse in the course of training my horse, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.

5. ROUTINE VETERINARY CARE AND EMERGENCY VETERINARY CARE.

a. Routine Care. If my horse is boarded on the Property I acknowledge my obligation to keep the horse current for all immunizations and worming, for the protection of my horse as well as other horses boarded on the Property. I agree that Released Party may administer or arrange for immunizations and worming for my horse while it is boarded on the Property. I agree to compensate Rainbow Canyon Ranch at prevailing and customary rates for costs incurred by Rainbow Canyon Ranch or any other Released Party for such veterinarian care. I understand and agree that nothing in this Release creates any duty on the part of any Released Party to administer immunizations or worming for my horse or any other horse in my possession or under my control.

b. Emergency Care. If my horse or another horse in my possession or under my control becomes sick or injured, it may be necessary (or may reasonably appear necessary) that immediate veterinary care to be administered to the horse, and it may be necessary to transport such horse to a veterinary clinic or other facility at which veterinary care may be administered. I agree that any Released Party may administer or arrange for first aid to my horse or any other horse in my possession or under my control, and may transport such horse to a veterinary or veterinary care facility. I further agree that if any of the Released Parties reasonably believes that my horse or any other horse in my possession or under my control requires emergency veterinary care, and if I cannot be contacted in such an emergency situation, any of the Released Parties may, at my sole expense and risk, call a veterinary of his or her choice to administer veterinary care to such horse. I agree to compensate Rainbow Canyon Ranch at prevailing and customary rates for costs incurred by Rainbow Canyon Ranch or any other Released Party for such veterinarian care and transportation. I understand and agree that nothing in this Release creates any duty on the part of any Released Party to administer any type of aid to, arrange for transportation for, or obtain veterinary care for my horse or any other horse in my possession or under my control.

(Initial) _____

6. HORSE HAULING SERVICES.

I agree that if I request or direct Released Party to haul or ship my horse and riding equipment to a location identified by me, 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 my horse or my riding equipment in the course of hauling or shipping, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.

7. 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.

8. 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.

9. 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)

10. 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.

11. 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.

12. 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 THERETO, 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)

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: _____

(Initial) _____

RAINBOW CANYON RANCH
PARENTAL CONSENT FOR MINOR RELEASE AGREEMENT

MINORS UNDER 18 MUST OBTAIN THE SIGNATURES OF THEIR PARENT OR LEGAL GUARDIANS ON THE CONSENT, RELEASE, AND IDEMNIFICATION AGREEMENT, AS WELL AS COMPLETING AND OBTAINING A SIGNATURE ON THIS PARENTAL CONSENT AGREEMENT.

I, the undersigned parent or legal guardian of _____ (the "Minor"); [*print name of minor*], for and in consideration of our child's participation in the sport of horseback riding, summer camp, riding lessons, horse jumping, horse training, and/or the boarding of horse(s) at the equine facility known at Rainbow Canyon Ranch located at 2350 N. San Gabriel Canyon Road, Azusa California 91702 (the "Property"), and to 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 training of any Released Party, I hereby represent to Rainbow Canyon Ranch and all Released Parties that I/we have read and signed the attached Consent, Release and Indemnification Agreement, and that all terms set forth in such Release shall apply and be binding upon us and our minor child with regard to our minor child's participation in Horse Related Activities on or about the Property as listed above, or while participating in horse show competitions, and to any injury or damage said minor child or others may sustain or cause to any other persons or property as a result of such participation.

I have obtained health insurance for the Minor which provides reasonable insurance coverage for the Minor, and will maintain such health insurance while the Minor participates in the sport of horseback riding, or any horse related activities at the Property and uses the facilities of the Property, or participates in horse show competitions.

In the event that the above named child is injured or becomes ill and I cannot be immediately contacted, I hereby consent to such emergency care as is deemed necessary and prudent by a licensed medical professional until such time as I, or the alternatively designated person above, can be reached and consent to or decline treatment on my child's behalf.

I acknowledge and agree that I have read and signed, Rainbow Canyon Ranch's Consent, Release and Indemnification Agreement, knowingly and voluntarily at my own risk and initiative, without relying on any advice or statement, or representation, as well as agreeing to the above Parental Consent in favor of the Released Parties and agree to abide by the terms of the Release, both individually and, as the parent or legal guardian of Minor, on behalf of the Minor.

Dated: _____, 20____

Signature of Parent or Guardian: _____

Print Name: _____

Relationship to Minor [*mother, father, legal guardian*]: _____

Full Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Drivers License: _____ Date of Birth: _____

In emergency please contact:

Name: _____ Telephone: _____

(Initial) _____