

**CAYETANO RIDGE EQUESTRIAN CENTER LLC
4730 Dagnino Road
Livermore, California 94551**

**Acknowledgement of Dangerous Activity, Risks, and responsibilities, Release of
Claims, and Discharge of Liability**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT
AND UNDERSTAND IT BEFORE SIGNING IT.**

I, _____, the undersigned, being above eighteen years of age, or the legal guardian of the undersigned who is under the age of eighteen, in consideration of the privileges and services provided to me by Cayetano Ridge Equestrian Center LLC, a California Limited Liability Company, Paul and Linda Nehse, doing business as Cayetano Ridge Equestrian Center, its employees, agents, or representatives (therein after collectively referred to as Cayetano Ridge), and the right to engage in any events sponsored by owners or taking place upon the real property owned by Paul and Linda Nehse, and Cayetano Ridge Equestrian Center, hereby agree to release the discharge Cayetano Ridge, on the behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS

Although Cayetano Ridge has taken reasonable steps to provide me with a safe and enjoyable experience, I understand that riding horses, boarding horses, and all equine related activities taking place upon the real property of Cayetano Ridge (hereinafter referred to as the "Activity") are not without taking certain known and unknown risks. The same elements that contribute to the unique character or horseback riding can be causes of less or damage to equipment, accidental injury to participants, illness, or in the extreme cases, permanent injury or death. Cayetano Ridge does not wish to frighten you or reduce your enthusiasm, but it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some but not all of those risks.

1. A horse, regardless of its training, and usual past behavior, may act with unpredictability at time, based upon instinct or fright, which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, rear, lie down, or stumble. Saddles may slip, and other tack and saddle problems may develop as the result of normal use and wear. Your horse may collide with obstacles whether obvious or encounter variations in terrain such as cracks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rock cliffs, and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participants to balance which can result in falling from the horse
2. The negligent acts or omissions of Cayetano Ridge.
3. Latent or apparent defects or conditions in equipment, horses, or property supplied by Cayetano Ridge.
4. Use or operation, by myself, other, or equipment or horses supplied by Cayetano Ridge.
5. Acts of other participants.
6. Adverse weather conditions
7. Contact with plants or animals
8. My own physical conditions, or my own acts or omissions;

9. Conditions of roads, trails, waterways, or terrain, and accidents connected with their use.
10. Unavailability of immediate medical or emergency treatment in case of injury
11. Consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, unidentified, or anticipated, or unanticipated, may also result in bodily injury, death, illness, or damage to myself, or my property or to others. I expressly accept those risks, and all other risks associated with the Activity, on specifically listed above as well.

ACCEPTANCE OF RISK AND RESPONSIBILITY

I am aware that the activity entails known and unknown risks or injury to myself, my horse, and to others, I expressly agree to accept all risks, including risks of bodily injury arising from my participation in the Activity. My participation in the activity is purely voluntary, and I elect to participate despite all known and unknown risks. I hereby agree to be responsible for accidents, injuries, and loss of property or life, for my family, invitees, and agents caused by, or in relation to, the Activity or my horse(s).

FULL AND COMPLETE RELEASE

I hereby and voluntarily release forever and discharge Cayetano Ridge from any and all liability, claims, demands, attorney fees, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in the Activity, including specifically but not limited to the negligent acts or omissions of Cayetano Ridge, for any and all damages, injury, bodily injury, death, illness, or damage to myself or any property.

I further agree to assume and shall bear the entire risk of loss and damage of every kind and nature occurring from any cause whatsoever, including but not limited to, loss by fire, theft, stray, sickness, death, disease, or injury to my horse(s), myself, other persons or animals, and/or Cayetano Ridge property, whether or not caused by the negligence, active or passive, of Cayetano Ridge, I agree that I am solely responsible at all times and all acts of my horse(s).

I further agree to hold harmless and indemnify Cayetano Ridge from all damages, defense costs, attorney fees, and any other costs incurring in connection with claims for bodily injury or property damage which I may acquire or which I may negligently or intentionally cause to others in the course of my participation in the Activity, or accruing for any reason whatsoever. In signing this Release, I fully recognize and agree that if anyone is hurt or property is damaged while I am engaged in the Activity, I will have no right to make a claim or file a lawsuit against Cayetano Ridge, even if they or any of them negligently caused the bodily injury or property damage.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE

I understand and acknowledge that by signing this document I have given up certain legal rights and/or possible claims, which I might otherwise assert or

maintain against Cayetano ridge, including specifically, but not limited to, rights arising or claims for negligent acts or omission by Cayetano Ridge.

I understand and acknowledge that by signing this document, I agree to waive the protection afforded by any statute or law in any jurisdiction, including by not limited to, California Civil Code 1542 –whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

My signature below indicates I have read this entire document, understand it completely, understand its affect my legal rights and waives my legal right to sue Cayetano Ridge, Paul and Linda Nehse and the rest of its members and agree to be bound by its terms. This Agreement shall be governed in all respects by the laws of the State of California, and Cayetano Ridge shall be entitled to attorney fees and costs in the event I file legal action against them.

I also agree to abide by all of Cayetano Ridge's rules and regulations.

Print Name _____ Signature _____

Print Name
Parent or Legal Guardian _____ Signature _____

Address: _____

Phone _____ Date _____