

RANCHO CERRO LLC
4758 Cross Rd.
Livermore, CA. 94550

RELEASE OF LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

PARTICIPANT: _____ PHONE# _____ CELL PHONE# _____

ADDRESS: _____ CITY: _____ STATE: _____ EMAIL: _____

I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Ranch Cerro LLC, Alan & Cathy Cerro, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies). I acknowledge that horseback riding is a sport, which carries inherent risks of injury and damage to myself, my horse and property. I knowingly assume all risks, whether known or unknown, of horseback riding.

I understand the potential dangers that I incur in mounting, riding, walking, boarding, feeding of said horse, including but not limited to, any interactions with other horses, riders, renters or boarders. Understanding those risks I hereby release Rancho Cerro LLC, it's owners/employees, and anyone directly or indirectly connected or associated with Rancho Cerro LLC from any liability whatsoever in the event of injury, damage of any nature, and even death to me or anyone else cause by or incidental to my electing to mount, walk , and ride a horse, whether owned by Rancho Cerro LLC, Aland and/or Cathy Cerro or myself and my guests.

I expressly waive any rights I may have under California Civil Code 1542, which states "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/her might have materially affected his settlement with the debtor". I agree that I will indemnify and hold harmless Rancho Cerro LLC, Alan and/or Cathy Cerro, their employees, clinicians, agents against all claims, demands and causes of action, including court costs, and actual attorney fees, arising from any lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

I understand that as an adult (18 years or older) that it is my responsibility and decision whether I wear an ANSI approved helmet while walking, mounting, riding, dismounting, or participation of any events, trails, pastures and round pen or arena horseback riding. I will not hold Rancho Cerro LLC or its owners, employees liable for any damage done to myself as a result, but not limited to not wearing an ANSI approved helmet. Any guests I bring to visit Rancho Cerro LLC are required to wear ANSI approved helmets while associating with an equine belonging to myself of the Ranch or its owners, regardless of age or ability.

I recognize and agree that I know which equine professionals, Ranch owner's, clinicians, potential buyers or employees of Rancho Cerro LLC, has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as relieve, release and hold harmless the above individuals from any continuing duty to monitor my equine activities. Ranch Cerro LLC, it's owners Alan & Cathy Cerro, it's agents, clinicians, and employees shall not be liable for any damage which may accrue from any cause or as a result of fire, wind damage, flooding ,theft, running away, state of health, injury to person, negligence, relating to injuries known and unknown or otherwise not herein disclosed, to horse or property.

I further voluntarily agree and warrant to Release & Hold Harmless, Ranch Cerro LLC and anyone related to said ranch of any incident caused by or related to death, property damage from: mounting, riding, dismounting, walking. Grooming, bathing, shoeing, feeding, use of horse barn, paddock, arenas, round pens, trails, pastures, fencing, in any capacity, falling off horse whether horse is bucking, flipping, spooking or my failure to understand any Rancho Cerro LLC, it's owners , clinicians, employees, guests, and renters' directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assign to.

I acknowledge that I have read and understand this Release of liability/Release and Hold Harmless Agreement and know and understand its contents.

SIGNATURE: _____ DATE: _____

MINORS DO NOT SIGN THIS FORM

PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION

I, the undersigned parent or guardian of the above participant in consideration of my minor's participation in the event, agree that the terms and conditions of the Release of Liability/Release and Hold Harmless Agreement shall be biding as to damage or injury or death to my minor, his animals, and property arising out of his participation in events, activities and use of Ranch.

ALL MINORS (anyone under age 18) are required to wear ANSI approved protective head gear/helmets any time they are mounting, walking, riding, and dismounting their horse or assigned horse belonging to boarders, ranch or guests.

I acknowledge that I have read this Release of Liability/Hold Harmless Agreement and know and understand its contents.

PRINTED NAME: _____ PHONE# _____ CELL PHONE# _____

ADDRESS: _____ CITY: _____ STATE: _____ EMAIL: _____

SIGNATURE OF MINOR _____ SIGNATURE OF PARENT OR LEGAL GUARDIAN _____

INSURANCE POLICY: _____ DATE SIGNED: _____ EXPIRATION DATE: _____

Ranch Rules

1. Rancho Cerro will be open from 6:00AM until 10:00PM
2. No smoking allowed anywhere on the Ranch.
3. Children under Twelve (12) are to be supervised by an adult at all times.
4. Personal property is your responsibility. Rancho Cerro is not responsible for loss or theft of your personal items.
5. Pets are allowed, only on a leash and under the owners control at all times.
6. NO Alcoholic beverages are allowed in or around the barn areas.
7. Please do not touch, feed, shavings, or ranch equipment without owner's permission.
8. Please do not offer advice to other riders, unless they specifically ask for it.
9. Do not touch, handle, feed or medicate any horse, other than your own, without asking permission from the owner first.
10. Turn off all lights before leaving unless someone else is still using the area.
11. I agree to notify owner of any damage m horse does to its stall, or any other ranch property, and be willing to reimburse the owner for the labor and materials associated with repairing the damage.
12. No turning out your horse unattended in the upper arena. You need to be in, or stay nearby, the upper arena to ensure your horse is not damaging any equipment or impeding other riders.
13. Maintain wash rack free of poop and hair at all times.
14. Clean up after your horse in all round pens and arenas as well as around tacking areas.
15. If your farrier leaves a mess you are responsible to clean it up.
16. When riding around the vineyard stay on easement road and do not ride on Dale's hay property.
17. All visitors must sign a liability release form prior to entering ranch property. You are responsible for informing your guest of ALL Rules and assuring their adherence to them.
18. Boarders and their guests understand that they are using all of our equipment (e.g., Jumps, Barrels, etc.) at their own risk. Rancho Cerro is not liable for any accidents or injuries that occur from such use.

Printed name: _____

Signature: _____

Email Address: _____

Date: _____