

BELLAVENTAGE FARMS

Rachelle Stull, and Rachelle K Stull 2012 GST Irrevocable Trust
350 Bradbury Rd. – Bradbury – CA – 91010
1147 E Lemon Ave. – Bradbury – CA – 91010

RELEASE FORM

AGREEMENT FOR VOLUNTARY ASSUMPTION OF RISK AND RELEASE OF LIABILITY

1. I, _____, (**PRINT NAME**), acknowledge that I have voluntarily applied to utilize the facilities, including the use of horses, at the premises of Rachelle Stull, and Rachelle K Stull 2012 GST Irrevocable Trust, (“Owner”), located at 350 Bradbury Rd., Bradbury, CA 91010 & 1147 E. Lemon Ave., Bradbury, CA 91010 (“the premises”).

2. **Assumption of Risk.**
 - a) I am aware and understand that horseback riding and related activities are inherently hazardous. I am aware that riders are injured from time to time, and I realize that death of people from equestrian related accidents does occur. I expressly assume all risk inherent in riding equines, including, but not limited to those involved in walking, trotting, running, jumping, bucking, rearing, falling over, or falling down. I have read and understand this section a) **Initials** _____
 - b) I am voluntarily entering “the Premises” and participating in these activities thereon with knowledge of the danger(s) involved. I am aware that the equines in this facility are exposed to ATV’s, children, dogs, and other noises/distractions which could result in any injury. I have read and understand this section b):
Initials _____
 - c) I accept any and all risks of injury, serious injury, or death or damage to my person, or loss of or damage to my property, as a result of being on “the Premises” and engaging in these activities, including horseback riding, and verify this statement by placing my **initials** here: _____.

3. **Release/Indemnity.** (a) As consideration for being permitted by “Owner” to enter “the Premises”, participate in activities, and use its facilities, I hereby agree that I, my assignees, heirs, successors, parents, children, guardians, and legal representatives will not make any claim against, sue or attach property of “Owner”, or any of its employees, agents, family members and/or contractors for injury, serious injury, or death or damage to my person, or loss of or damage to my property, resulting from any act of negligence or want of ordinary care, howsoever caused by any person as a result of my

being on "the Premises", including my use of horses, or otherwise, on "the Premises". I agree to fully and forever release "Owner" from any liability (including legal fees) arising from or related to my presence or activities on "the Premises", including all actions, claims or demands that I, my successors, assigns, heirs, parents, children, guardians, and legal representatives now have or may hereafter have for injury, serious injury, or death or damage to my person or loss of or damage to my property resulting from my presence on "the Premises", including my participation in horseback riding or other hazardous activities.

- a. I agree that this release shall also apply to all unknown and unanticipated claims, injuries, causes or actions, and damages, and I waive the benefits of the provisions of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does now 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."
- b. I agree that I will indemnify and hold harmless "Owner" against all claims, demands and causes of actions, including court costs and actual attorney's' fees, arising from any proceeding or lawsuit brought by me or prosecuted for my benefit in which this release agreement is upheld.
- c. In the event of an accident and/or injury "Owner" and/or all employees or agents have my permission to initiate emergency first aid treatment for myself, children, or animals. They have my permission to authorize emergency medical and/or veterinary treatment by professional medical and/or veterinary personnel of their choosing. I fully understand that I will be responsible for any and all of these costs.

4. **Knowing and Voluntary Execution.** I have carefully read this release agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and "Owner", and sign it of my own free will.

Signature of Participant	Printed Name	Date
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IF THE PARTICIPANT IS A MINOR, PARENT OR GUARDIAN MUST SIGN BELOW:

5. I, the undersigned parent or guardian of the minor child participant, agree to the terms set forth in the foregoing release, and sign this contract for and on the behalf of myself and my minor child to be bound by the terms hereof.

Signature of Parent or Guardian	Printed Name	Date
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Contact Information

Rider Name

Parent or Guardian Name (if minor)

Phone Number

Email Address

Address

Emergency Contact Name

Phone Number

Relationship

Known Allergies